

# Solano County

675 Texas Street  
Fairfield, California 94533  
[www.solanocounty.com](http://www.solanocounty.com)



## Agenda - Amended

Tuesday, August 13, 2019

8:30 AM

Board of Supervisors Chambers

### Board of Supervisors

*Erin Hannigan (Dist. 1) Chairwoman*  
(707) 553-5363

*Monica Brown (Dist. 2), Vice-Chair*  
(707) 784-3031

*James P. Spring (Dist. 3)*  
(707) 784-6136

*John M. Vasquez (Dist. 4)*  
(707) 784-6129

*Skip Thomson (Dist. 5)*  
(707) 784-6130

SOLANO COUNTY BOARD OF SUPERVISORS  
HOUSING AUTHORITY, SPECIAL DISTRICTS,  
SOLANO FACILITIES CORPORATION, AND  
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

The County of Solano does not discriminate against persons with disabilities and is an accessible facility. If you wish to attend this meeting and you will require assistance in order to participate, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

## **AGENDA**

### **CALL TO ORDER - 8:30 A.M.**

### **ROLL CALL**

### **CLOSED SESSION**

- 1**      [19-629](#)      Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11

(Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

Conference with Legal Counsel: Existing Litigation: Jensen v. County of Solano et al.

Conference with Legal Counsel: Existing Litigation: County of Solano v. Vacaville Community Association et al.

**Conference with Real Property Negotiators: Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms**

Attachments: [A - Memorandum](#)

**RECONVENE - 9:00 A.M.**

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**SALUTE TO THE FLAG AND A MOMENT OF SILENCE**

**PRESENTATIONS**

Health and Social Services:

- 2      [19-555](#)      Adopt and present a resolution and plaque of appreciation honoring Denise Renee Loomis-Etter, Social Services Worker, upon her retirement from the Department of Health and Social Services, Public Health Division, Older & Disabled Adult Services Bureau, Deputy Public Administrator/Public Guardian/Public Conservator Office with 20 years of dedicated public service to Solano County (Supervisor Vasquez)

Attachments: [A - Resolution](#)

- 3      [19-567](#)      Approve and present a plaque of appreciation honoring Andrew Moore Williamson, Mental Health Services Manager, upon his retirement from the Department of Health & Social Services, Behavioral Health Division with 14 years of dedicated public service to Solano County (Chairwoman Hannigan)

### ITEMS FROM THE PUBLIC

*This is your opportunity to address the Board on a matter not listed on the Agenda, but it must be within the subject matter jurisdiction of the Board. Please submit a Speaker Card before the first speaker is called and limit your comments to three minutes. The Board will hear public comments for up to fifteen minutes. Any additional public comments will be heard at the conclusion of the meeting. Items from the public will be taken under consideration without discussion by the Board and may be referred to staff.*

### ADDITIONS TO OR DELETIONS FROM THE AGENDA

### APPROVAL OF THE AGENDA

### PUBLIC COMMENT ON CONSENT CALENDAR

*Each speaker shall have 3 minutes to address any or all items on the Consent Calendar.*

### APPROVAL OF THE CONSENT CALENDAR

*The Board considers all matters listed under the Consent Calendar to be non-controversial or routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion unless Board members request specific items be discussed and/or removed from the Consent Calendar.*

## CONSENT CALENDAR

### GENERAL GOVERNMENT

#### Auditor-Controller:

- 4      [19-599](#)      Accept the Final Audit Report of the Board of State and Community Corrections Jail Construction Agreement No. A26-13 for the Rourk Vocational Training Center for the period November 30, 2016 through June 30, 2019

**Attachments:**    [A - Final Audit Report](#)

#### Human Resources:

- 5      [19-627](#)      Adopt a resolution amending the County's Personnel and Salary Resolution Section 5.5, Salary Upon Promotion

**Attachments:**    [A - Resolution](#)

- 6      [19-628](#)      Adopt a resolution approving successor collective bargaining agreements between Solano County and Units, 2, 7, 9 (Registered Nurses; Regulatory, Technical and General Services; and Clerical Employees), Unit 5 (Health and Welfare Employees), Unit 8 (General Services Supervisors) and Units 82, 87, 89 and 90 (Extra Help Registered Nurses; Regulatory, Technical and General Services, and Clerical; and Probation Employees) represented by the Service Employees International Union, Local 1021

Attachments:    [A - Resolution](#)  
                          [B - MOU for Units 2, 7 & 9](#)  
                          [C - MOU for Unit 5](#)  
                          [D - MOU for Unit 8](#)  
                          [E - MOU for Units 82, 87, 89 & 90](#)

## HEALTH AND SOCIAL SERVICES

### Health and Social Services:

- 7      [19-564](#)      Approve a contract with Northstar-IS for \$79,286.03 to provide enhanced services for the TACOMA project in the Department of Health & Social Services, Older & Disabled Adult Services from August 13, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract
- Attachments:    [A - Contract](#)
- 8      [19-581](#)      Accept the 2018 Annual Report from the Solano County Mental Health Advisory Board, as required by California Welfare and Institutions Code 5604.2
- Attachments:    [A - MHAB Annual Report](#)
- 9      [19-600](#)      Approve a contract with Planning Services Area 4/Greater Sacramento Area Agency on Aging for \$142,004 to provide fiscal services for the Napa Ombudsman Program for the period of July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the original contract amount
- Attachments:    [A - Contract](#)

## CRIMINAL JUSTICE

### Probation:

- 10     [19-563](#)      Approve a plaque of appreciation honoring Elysses C. Galvante, Accounting Supervisor, upon his retirement from the Probation Department with over 17 years of dedicated public service to Solano County

**LAND USE/TRANSPORTATION**Resource Management:

- 11     [19-617](#)     Approve 4 Notices of Completion for the Cordelia Hills Sky Valley Project, Hay Road - Hawkins Road Improvement Project, Mankas Corner Improvement Project and Storm Damage Repair 2018 FEMA Project

**Attachments:**    [A - Cordelia Sky Valley Notice of Completion](#)  
[B - Hay - Hawkins Notice of Completion](#)  
[C - Mankas Corner Notice of Completion](#)  
[D - Storm Damage Repair 2018-FEMA Notice of Completion](#)

**MISCELLANEOUS ITEMS**Board of Supervisors:

- 12     [19-601](#)     Approve the appointment of Sabine Goerke-Shrode to the Solano Commission for Women and Girls, representing District 3, to fill an unexpired term set to expire on October 11, 2021
- 13     [19-596](#)     Approve the appointment of Lee D. Vierling for a term to expire on April 15, 2024, and the reappointments of Avery Greene, for a term to expire on April 15, 2022 and Warren Sheldon, for a term to expire on April 15, 2023, to the Suisun Fire Protection District, representing District 3

Health and Social Services:

- 14     [19-566](#)     Approve the appointments of Margaret Buckley and Elizabeth Edwards to the Alcohol and Drug Advisory Board, each filling a seat for a person in long-term recovery, and each for a three year term to expire July 2022

**Attachments:**    [A - Applications](#)

**REGULAR CALENDAR****Rescheduled Consent Items****Consider the following:**

- A)
- B)
- C)

**GENERAL GOVERNMENT**County Administrator:

- 15     [19-626](#)     Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Oppose positions on AB 1544 and SB 438 that were discussed at the August 5, 2019 Legislative Committee and referred to the full Board for consideration

Attachments:   [A - Federal Legislative Update](#)

**BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS****ADJOURN:**

*To the Board of Supervisors meeting of August 27, 2019 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA*



## CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
  - a. Number of applicants:\_\_\_\_\_
  
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
  - a. Property: APN: 0133-050-230, 6996 Leisure Town Road, Vacaville, California; Agency negotiators: Birgitta E. Corsello, County Administrator, Nancy Huston, Assistant County Administrator, and Megan Greve, General Services Director; Negotiating party: Sheila Oakes, Realty One Group Fox; Under negotiation: Price and terms
  
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
  - a. Jensen v. County of Solano et al.
  - b. County of Solano v. Vacaville Community Association et al.
  
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
  - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
  - b. Initiation of litigation pursuant to GC § 54956.9(c):
  
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
  - a. Claimant:\_\_\_\_\_
  - b. Agency against whom claim filed:\_\_\_\_\_
  
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
  - a. Consultation with:\_\_\_\_\_
  
- G. PUBLIC EMPLOYEE APPOINTMENT
  - a. Title:
  
- H. PUBLIC EMPLOYMENT (GC § 54957)
  - a. Title:
  
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
  - a. Title:
  
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
  - a. No information required
  
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6):

Solano County representatives: Marc Fox, Jeannine Seher, Mark Love, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90

(Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
  - a. Estimated year of public disclosure: \_\_\_\_\_
- N. HEARINGS
  - a. Subject matter: \_\_\_\_\_  
(nature of hearing, i.e. medical audit comm.,  
quality assurance comm., etc.)



**FINANCING:**

The cost associated with preparing this agenda item is nominal and is absorbed by the department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board may choose not to present a resolution and a plaque of appreciation to Ms. Loomis-Etter. This is not recommended as it is an opportunity to acknowledge Ms. Loomis-Etter for her dedication and service to Solano County.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

# Resolution No. 2019-

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
HONORING DENISE RENEE LOOMIS-ETTER, SOCIAL SERVICES WORKER,  
UPON HER RETIREMENT FROM THE HEALTH AND SOCIAL SERVICES DEPARTMENT,  
PUBLIC HEALTH DIVISION, OLDER & DISABLED ADULT SERVICES BUREAU  
WITH 20 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY**

**WHEREAS**, Denise Renee Loomis-Etter began her career on August 9, 1999 with Solano County Department of Health and Social Services as an Office Assistant/Inventory Estate Specialist in the Deputy Public Administrator/Public Guardian/Public Conservator office; and

**WHEREAS**, as an Office Assistant/Inventory Estate Specialist, and later a Social Services Worker, in the Deputy Public Administrator/Public Guardian/Public Conservator office, Ms. Loomis-Etter provided case support, estate management and related duties involving conservatorships and/or decedent estates placed under the jurisdiction of the Deputy Public Administrator/Public Guardian/Public Conservator office on behalf of the elderly and disabled population in the Older & Disabled Adult Services Bureau; and

**WHEREAS**, Ms. Loomis-Etter was passionate about the population she served and a staunch advocate for veterans and those with disabilities; and

**WHEREAS**, Ms. Loomis-Etter was consistently willing to help her fellow co-workers, supervisors and managers to apply provisions of applicable laws and case management services to clients of the Deputy Public Administrator/Public Guardian/Public Conservator office; and

**WHEREAS**, Ms. Loomis-Etter is being recognized for her sincere dedication and commitment to the people of Solano County, including many of the most vulnerable of its residents; and

**WHEREAS**, Ms. Loomis-Etter has displayed a commitment to the Department of Health & Social Services, Older & Disabled Adult Services Bureau and the Deputy Public Administrator/Public Guardian/Public Conservator office; and

**WHEREAS**, Ms. Loomis-Etter will officially retire effective August 20, 2019 after providing twenty years of service in a professional, compassionate and responsible manner.

**NOW, THEREFORE BE IT RESOLVED**, that the Solano County Board of Supervisors hereby recognizes Denise Renee Loomis-Etter for 20 years of outstanding and dedicated service to the residents of Solano County, and wishes her success in future endeavors and a long, happy, and well-deserved retirement.

Dated this 13<sup>th</sup> day of August, 2019

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ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

**Agenda #:** 3 **Status:** Presentation

**Type:** Miscellaneous **Department:** Health and Social Services

**File #:** 19-567 **Contact:** Gerald Huber, 784-8400

**Agenda date:** 08/13/2019 **Final Action:**

**Title:** Approve and present a plaque of appreciation honoring Andrew Moore Williamson, Mental Health Services Manager, upon his retirement from the Department of Health & Social Services, Behavioral Health Division with 14 years of dedicated public service to Solano County (Chairwoman Hannigan)

**Governing body:** Board of Supervisors

**District:** All

**Attachments:**

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS) recommends that the Board approve and present a plaque of appreciation honoring Andrew Moore Williamson, Mental Health Services Manager, upon his retirement from the Department of Health & Social Services, Behavioral Health Division with 14 years of dedicated public service to Solano County.

### **SUMMARY/ DISCUSSION:**

Andrew Moore Williamson started work on December 16, 2004 as an extra-help Registered Mental Health Clinician. He was assigned to the Successful Mental Health and Addiction Recovery Treatment (SMART) team, a behavioral health outpatient unit which serves California Work Opportunity and Responsibility to Kids (CalWORKs) participants who have mental health, domestic violence and/or substance abuse problems that prevent them from successfully obtaining or maintaining employment. Upon being hired in a full-time, permanent Mental Health Clinician position on September 27, 2005, he was assigned to the substance abuse assessment and referral unit in Vallejo.

After he passed the test for licensure and was promoted to a Licensed Mental Health Clinician, Mr. Williamson applied for a Mental Health Clinical Supervisor position and assumed that role August 24, 2008. Mr. Williamson was promoted to Mental Health Services Manager on July 7, 2013 where he has served as the County's designated Substance Abuse Administrator, overseeing the Substance Abuse programs, the Substance Abuse provider network, and the SMART team.

As the Substance Abuse Administrator, Mr. Williamson is responsible for overseeing the contracts of community based organizations that provide outpatient and residential services to Solano County residents that struggle with addiction. This includes overseeing, from 2011 to 2017, the successful Women's Recovery

Achievement Program (WRAP) for women in jail and during their re-entry to the community. He has also provided clinical supervision in partnership with the Solano Superior Court to their case managers that work with clients served in Drug Court. His role has required interfacing with the Courts, Sheriff, Probation, and other County departments. Nowhere is this collaboration more critical for successful service delivery than in his role as project director for the Proposition 47 grant (Prop 47) that was received in 2017. Designed to fill critical gaps in the substance abuse service delivery system, Prop 47 funds supportive housing when it is a barrier to clients achieving successful outcomes in substance abuse treatment. The project also adds additional detox and residential treatment bed capacity, a case manager to follow a client throughout their levels of care and recovery, legal resources to support housing or employment success, and connections to the faith community for social support. This project prioritizes the population exiting jail and is critical for their success as they re-enter the community.

As the country deals with an opioid crisis, Solano County has been working proactively to address opioid issues. Mr. Williamson has been a member of the Opioid Coalition and was instrumental in getting Medication Assisted Treatment into the County via the "hub and spoke" model which is designed to build capacity through multiple providers countywide to treat opioid addiction. Recently, he championed staff training in Eye Movement Desensitization and Reprocessing (EMDR), an evidence-based trauma treatment, to help reduce some of the triggers for substance abuse. Upon retirement, he plans to use EMDR in clinical practice.

Mr. Williamson approaches his work with self-deprecating humor coupled with being a strong advocate for people that deal with addiction. His personal challenges and triumphs created a passion for this work, which drew him away from his first career as doctoral researcher at the University of California, San Francisco.

**FINANCIAL IMPACT:**

The cost associated with preparing the agenda item is nominal and absorbed by the Department's FY2019/20 Adopted Budget. The costs associated with preparation and purchase of the plaque are included the Board's FY2019/2020 Adopted Budget.

**ALTERNATIVES:**

The Board could choose to not approve this plaque of appreciation; this is not recommended because this is an opportunity to recognize Andrew Moore Williamson for his dedication and service to Solano County.

**OTHER AGENCY INVOLVEMENT:**

There were no other agencies involved in the preparation of this report, though Mr. Williamson has worked collaboratively across many County departments in his tenure with Solano County.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



# Solano County

675 Texas Street  
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## Agenda Submittal

<b>Agenda #:</b>	4	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Auditor-Controller
<b>File #:</b>	19-599	<b>Contact:</b>	Phyllis Taynton, 784-6288
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Accept the Final Audit Report of the Board of State and Community Corrections Jail Construction Agreement No. A26-13 for the Rourk Vocational Training Center for the period November 30, 2016 through June 30, 2019		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Final Audit Report		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Auditor-Controller's Office (ACO) recommends the Board of Supervisors accept the Final Audit Report of the Board of State and Community Corrections (BSCC) Jail Construction Agreement No. A26-13 for the SB 1022 Rourk Vocational Training Center Project for the period November 30, 2016 through June 30, 2019.

### **SUMMARY AND DISCUSSION:**

On June 27, 2012, Senate Bill (SB) 1022 Chapter 42, Statutes of 2012, became law authorizing state lease revenue bond financing, (up to \$500,000,000 in financing authority), for the acquisition, design and construction of adult local criminal justice facilities. The Board of State and Community Corrections administered awarding of the funding to individual counties.

In February 2013, the Solano County Board of Supervisors authorized the submission of a proposal for SB 1022 funding to construct Program Space for Adult Local Criminal Justice Facilities. The County developed a Program Space Proposal based on identifying a need to build new facilities that provide adequate space for the provision of treatment and rehabilitation services, including mental health treatment. Based on submission of the *SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Form*, Solano County was awarded state financing in the amount of \$23,037,000.

On November 30, 2016, the County of Solano and the California Board of State and Community Corrections entered into *Agreement No. A26-13* under the *SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program*. Per the agreement, the State funded a total amount of \$23,037,000 or 90% of total eligible project costs. Solano County was required to contribute the remaining 10% in any combination of cash hard match and in-kind soft match funds (Participating County Funding).

The County contributed cash hard match funds in the amount of \$490,990, or 1.92% of the total eligible project

costs of \$25,597,000. The source of the cash hard match funds was the County's Public Facilities Fees and the Countywide Public Protection Fund (AB 109). The in-kind soft match funds in the amount of \$2,069,010 or 8.08% of total eligible project costs included site acquisition (appraised at fair market value) and costs attributable to activities directly related to the project that are performed by county staff (Transition Planning-Sheriff's Office, County Administration-General Services and Final Audit-ACO).

The Rourk Vocational Training Center (Project) is constructed on a 3.81-acre County-owned site located at 2456/2458 Claybank Road in the City of Fairfield adjacent to the existing developed site of the Stanton Correctional Facility and the Claybank Detention Facility. Funds provided for the project were used to construct an approximately 9,940 square foot Classroom Training Center building and an approximately 36,680 square foot Vocational Training Center building. The new buildings are constructed primarily of steel, masonry, and concrete for long-term durability, and included cost-effective "green building" principles designed as Leadership in Energy and Environmental Design (LEED) Silver certified.

The project includes classrooms, a computer training center, a lobby/reception area, and administrative and support space. The Vocational Training Center building includes vehicle repair bays with vehicle lifts for bus and automobile repair and maintenance programs, an area for building trade programs and office and support space.

The County's Division of Capital Projects Management (CPM), a division of the Department of General Services, was responsible for managing the construction project and administering the provisions of the *Board of State and Community Corrections Jail Construction Agreement No. A26-13*.

The County appointed a County Construction Administrator and a Project Financial Officer from the Division. The County Construction Administrator was the County's representative for administration of the agreement and had full authority to act on behalf of the County. The Project Financial Officer was responsible for establishing and maintaining an official project file and ensuring the project accounting procedures and practices were in accordance with generally accepted government accounting principles and practices. Additionally, a County Project Contact Person was appointed from the Sheriff's Office who was responsible for coordinating and transmitting information to the Board of State and Community Corrections (BSCC) and receiving and disseminating information from the BSCC.

As required by the *Board of State and Community Corrections Jail Construction Agreement No. A26-13*, at the completion of the project, a Final Audit of the Rourk Vocational Training Center Project costs was performed by the ACO. The audit was conducted in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States.

The ACO audit disclosed two compliance deficiencies based on the terms and conditions of the BSCC agreement. Management's response is included as 'Attachment A' in the Final Audit Report.

In addition, travel costs in the amount of \$194 were determined to be ineligible under the County hard match costs. However, since the amount did not impact the total County hard cash match requirement, the State did not require additional expenses of that amount be submitted to replace the ineligible costs.

#### **FINANCIAL IMPACT:**

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

#### **ALTERNATIVES:**

The Board of Supervisors could elect not to accept the Final Audit Report. This alternative is not consistent with sound public policy and is therefore not recommended.

**OTHER AGENCY INVOLVEMENT:**

The Department of General Services has reviewed and accepted the Final Audit Report.

The County Administrator's Office, the Sheriff's Office, the State Public Works Board, and the Board of State and Community Corrections have received the Final Audit Report.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

County of Solano, California



**FINAL AUDIT OF THE**  
**Board of State and Community Corrections**  
**Jail Construction Agreement No. A26-13**  
**For the Solano County SB 1022 Rourk Vocational Training Center Project**

**Administered by:**  
**Solano County Division of Capital Projects Management**  
**A Division of the General Services Department of Solano County**

**Independent Auditor's Report**  
**For the period November 30, 2016 through June 30, 2019**

**Prepared by: Office of the Auditor-Controller**  
**Auditor-Controller: Phyllis S. Taynton, CPA**  
**Auditor: Melinda S. Ingram, CPA**

**Board of State and Community Corrections**  
**Jail Construction Agreement No. A26-13**  
**Solano County SB 1022 Rourk Vocational Training Center Project**  
**For the period November 30, 2016 through June 30, 2019**

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**Board of State and Community Corrections  
Jail Construction Agreement No. A26-13  
Solano County SB 1022 Rourk Vocational Training Center Project  
For the period November 30, 2016 through June 30, 2019**

**Solano County Project Officials**

County Construction Administrator

Mark A. Hummel, AIA, Capital Projects Manager - General Services Department

County Project Financial Officer

Jimmy Kamel, Accountant - General Services Department

County Project Contact Person

Daniel T. Castillo, Custody Lieutenant – Sheriff's Office

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**OFFICE OF THE AUDITOR-CONTROLLER**

PHYLLIS S. TAYNTON, CPA  
Auditor-Controller

SHEILA O. TURGO  
Assistant Auditor-Controller



**SOLANO**  
**COUNTY**

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**Independent Auditor's Report**

Board of Supervisors  
Solano County  
Fairfield, California

***Report on the Program Financial Statement***

We have audited the accompanying Statement of Program Revenues and Expenditures of the Solano County SB 1022 Rourk Vocational Training Center Project, including supplemental statements, for the period November 30, 2016 through June 30 2019, in accordance with the *California Board of State and Community Corrections' Jail Construction Agreement No. A26-13*.

***Management's Responsibility for the Program Financial Statement***

Management is responsible for the preparation and fair presentation of this statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the program financial statement that is free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on this program financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the *California Board of State and Community Corrections' Jail Construction Agreement No. A26-13*, and *Audit Guide*, dated November 25, 2013, issued by the California Board of State and Community Corrections. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the program financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the program financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the program financial statement, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the program financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the program financial statement.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the program financial statement referred to above presents fairly, in all material respects, the program revenues and expenditures of Solano County SB 1022 Classroom and Training Center Project in accordance with accounting principles generally accepted in the United States of America, as well as requirements contained in the *California Board of State and Community Corrections' Jail Construction Agreement No. A26-13*.

### ***Additional Information***

Our audit was conducted for the purpose of forming an opinion on the program financial statement. The supplemental information section, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the program financial statements.

In connection with the audit contained herein, there are certain disclosures that are necessary pursuant to *Government Auditing Standards Statement No. 3*, more specifically, the general standard related to independence. As required by various statutes within the California Government Code, County Auditor-Controllers are mandated to perform certain accounting, auditing, and financial reporting functions. These activities could impair an audit organization's independence. Specifically, "auditors should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant/material to the subject matter of the audit."

Although the Auditor-Controller is statutorily obligated to maintain the accounts of departments, districts, or funds that reside within the county treasury, we believe the following safeguards and division of responsibility exists:

- The Internal Audit Division has the responsibility to perform audits and as such has no other responsibility for the accounts and records being audited including the approval or posting of financial transactions that would therefore preclude the reader of this report from relying on the information contained therein.
- In addition, the Auditor-Controller is an independent elected official and does not engage in management decisions on behalf of the audited entity.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated July 24, 2019 on our consideration of the Solano County General Services Department's Capital Projects Management Division's (CPM) internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CPM's internal control over financial reporting or on compliance. That

report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CPM's internal control over financial reporting and compliance.

Our audit was conducted for the purpose of forming an opinion on the program financial statement based on the audit requirements of the *California Board of State and Community Corrections' Jail Construction Agreement No. A26-13*, as described in Note 1, and is not intended to be a complete presentation of Solano County's revenues and expenditures.



Phyllis S. Taynton, CPA  
Auditor-Controller

Fairfield, California

July 24, 2019

**Board of State and Community Corrections  
 Jail Construction Agreement No. A26-13  
 Solano County SB 1022 Rourk Vocational Training Center  
 Statement of Program Revenues and Expenditures  
 For the period November 30, 2016 through June 30, 2019**

**Program Revenues:**

State financing	\$	23,037,000	
County funds (Cash hard match)		490,990	
County funds (In-kind soft match)		2,069,010	
Total program revenues		25,597,000	\$ <u>25,597,000</u>

**Program Expenditures:**

Construction	\$	20,140,438	
Project/construction management		1,271,515	
Architectural		1,126,665	
Site acquisition		1,076,000	
Additional eligible costs		928,734	
Transition planning		533,010	
County administration		420,000	
State agency fees		50,694	
Audit of grant		40,000	
CEQA		9,750	
Total program expenditures		25,596,806	\$ <u>25,596,806</u>

<b>Excess of revenues over expenditures</b>		194	\$ <u>194</u>
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The accompanying notes are an integral part of this program statement.

**Board of State and Community Corrections  
Jail Construction Agreement No. A26-13  
Solano County SB 1022 Rourk Vocational Training Center Project  
Notes to the Statement of Program Revenues and Expenditures  
For the period November 30, 2016 through June 30, 2019**

**1. Project Description**

The Rourk Vocational Training Center Facility (Project) is constructed on a 3.81-acre County-owned site located at 2456/2458 Claybank Road in the City of Fairfield, adjacent to the existing developed site of the Stanton Correctional Facility and the Claybank Detention Facility. Funds provided for the project were used to construct an approximately 9,940 square foot Classroom Training Center building and an approximately 36,680 square foot Vocational Training Center building. The new buildings are constructed primarily of steel, masonry, and concrete for long-term durability, and included cost-effective “green building” principles designed as Leadership in Energy and Environmental Design (LEED) Silver certified.

The Classroom Training Center includes classrooms, a computer training center, a lobby/reception area, and administrative and support space. The Vocational Training Center building includes vehicle repair bays with vehicle lifts for bus and automobile repair and maintenance programs, an area for building trade programs and office and support space.

The project cost was funded by the *SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program* (State Financing) in addition to cash hard match and in-kind soft match (Participating County Funding).

**2. County Reporting Structure**

Solano County (County) is a political subdivision of the State of California. An elected, five-member Board of Supervisors (Board) governs the County. The County’s Division of Capital Projects Management (Division), a Division of the Department of General Services, is responsible for administration of the *Board of State and Community Corrections Jail Construction Agreement No. A26-13*.

The County appointed a County Construction Administrator and a Project Financial Officer from the Division. The County Construction Administrator is the County’s representative for administration of the agreement and has full authority to act on behalf of the County. The Project Financial Officer is responsible for establishing and maintaining an official project file and ensuring the project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices. Additionally, a County Project Contact Person is appointed from the Sheriff’s Office who is responsible for coordinating and transmitting information to the Board of State and Community Corrections (BSCC), and receiving and disseminating information from the BSCC.

### **3. Description of Construction Program Funding**

On June 27, 2012, Senate Bill (SB) 1022 Chapter 42, Statutes of 2012, became law authorizing state lease-revenue bond financing, (up to \$500,000,000 in financing authority), for the acquisition, design and construction of adult local criminal justice facilities. The Board of State and Community Corrections administered awarding of the funding to individual counties.

In February 2013 the Solano County Board of Supervisors authorized the submission of a proposal for SB 1022 funding to construct Program Space for Adult Local Criminal Justice Facilities. The County developed a Program Space Proposal based on identifying a need to build new facilities that provide adequate space for the provision of treatment and rehabilitation services, including mental health treatment.

On November 30, 2016 the County of Solano and the California Board of State and Community Corrections entered into *Agreement No. A26-13* under the *SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program* which provided for state funds in the amount of \$23,037,000 or 90% of total eligible project costs. Solano County was required to contribute the remaining 10% of total eligible project costs in the form of cash hard match and/or in-kind soft match funds (Participating County Funding).

### **4. Matching Fund Requirements (Cash Hard Match and In-Kind Soft Match)**

The County is mandated under the provisions and terms of the *Board of State and Community Corrections Jail Construction Agreement No. A26-13* to appropriate and contribute both cash hard match funds and in-kind soft match funds. The percentage of required county match funding can be any combination of cash or in-kind project costs. Solano County was categorized as a medium size county and as such is required to contribute a minimum of 10% in any combination of cash hard match funds and in-kind soft match funds.

The County contributed cash hard match funds in the amount of \$490,990, or 1.92% of the total eligible project cost of \$25,597,000. The source of the cash hard match funds was the County's Public Facilities Fees and the Countywide Public Protection Fund (AB 109 Funds). The in-kind soft match funds in the amount of \$2,069,010 or 8.08% of total eligible project costs included Site Acquisition (appraised at fair market value) and costs attributable to activities directly related to the project that are performed by county staff (Transition Planning, County Administration and Final Audit fees).

### **5. Basis of Accounting and Program Financial Statement Presentation**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered measurable if the amount of the transaction can be determined and available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under full accrual accounting.

The Statement of Program Revenues and Expenditures and Supplemental Schedules are prepared in accordance with the generally accepted government accounting principles and practices as described in the *Accounting Standards and Procedures for Counties* issued by the California State Controller, Division of Local Government Fiscal Affairs. They present the project revenues and expenditures, matching fund requirements, eligible contract budget to actual costs (by budget category), eligible project costs (by budget category and funding source), and disallowed/questioned costs by budget category.

The Division established a separate budget unit within the County's financial reporting system to account for all revenues and expenditures associated with the project.

## **6. County Policies and Procedures**

The Capital Projects Management Division of the General Services Department of Solano County used County policies and procedures as the standard for compiling and maintaining adequate supporting documentation to substantiate all receipts and disbursements related to the SB 1022 Rourk Vocational Training Center construction project.

## **7. Summary of Budget Line Items**

- a. Construction - Costs of facility construction, including on-site preparation, labor, materials, fixed furnishings and equipment, on-site landscaping, utilities and parking.
- b. Additional Eligible Costs – Appraisal fees, building permit, sewer discharge fee, city connection fee, PG&E connection fee, moveable equipment and furnishings.
- c. Architectural - Architectural and engineering schematic, design development and construction document work, including construction administration.
- d. Project/Construction Management - Management of the project and construction contract, including plan review, inspection, testing, surveying, and reporting.
- e. CEQA (California Environmental Quality Act) - Preparation of an Addendum to the Solano County Environmental Impact Report (EIR), for the project pursuant to the provisions of CEQA (originally certified on July 24, 2007). Additional pre-construction survey costs are included.
- f. State Agency Fees – Real estate due diligence and State Fire Marshall fees.
- g. Audit of Grant - Audit services provided by the County Auditor to perform a Final Audit pursuant to the BSCC Agreement, Section 4(c) and Title 15, Section 1770, Audits for Local Adult Detention Facilities.
- h. Transition Planning - Salaries and benefits cost of Solano County Sheriff's Office Transition Team, whose responsibilities include participation in facility design, plan check, system development, operational planning, development of policy and procedures, training, and staffing.

- i. County Administration - Salaries and benefits cost of the Solano County Project Management Team from the Division of Capital Projects Management.
- j. Land Value (Fair Market Value - As Approved) - The cost of the 3.81-acre site as determined by an independent appraisal that was prepared in accordance with the reporting requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institutes*.

#### **8. Ineligible Project Cost**

Travel costs in the amount of \$194 were determined to be ineligible under the County hard cash match costs. However, since the amount did not impact the total County hard cash match requirement, per terms of the agreement, the State did not require additional expenses of that amount be submitted to replace the ineligible costs.

**Board of State and Community Corrections**  
**Jail Construction Agreement No. A26-13**  
**Solano County SB 1022 Rourk Vocational Training Center**  
**Schedule of Matching Fund Requirements**  
**For the period November 30, 2016 through June 30, 2019**

	<u>Costs Claimed</u>	<u>Percent Claimed</u>	<u>Costs Accepted</u>	<u>Percent Accepted</u>	<u>Ineligible Costs</u>	<u>Percent of Total Funds</u>
<b>State financing:</b>						
Construction	\$ 19,836,892	100 %	\$ 19,836,892	100 %	\$ -	
Project/construction management	1,231,709	100 %	1,231,709	100 %	-	
Architectural	1,039,665	100 %	1,039,665	100 %	-	
Additional eligible costs	<u>928,734</u>	<u>100 %</u>	<u>928,734</u>	<u>100 %</u>	<u>-</u>	
<b>Total State funds</b>	<u>\$ 23,037,000</u>	<u>100 %</u>	<u>\$ 23,037,000</u>	<u>100 %</u>	<u>\$ -</u>	<u>90.00%</u>
<b>County matching funds:</b>						
<b>Cash (hard) match</b>						
Construction	\$ 303,546	100 %	\$ 303,546	100 %	\$ -	
Project/construction management	40,000	100 %	39,806	99.5 %	194	
Architectural	87,000	100 %	87,000	100 %	-	
CEQA	9,750	100 %	9,750	100 %	-	
State agency fees	<u>50,694</u>	<u>100 %</u>	<u>50,694</u>	<u>100 %</u>	<u>-</u>	
<b>Total cash (hard) match</b>	<u>\$ 490,990</u>	<u>100 %</u>	<u>\$ 490,796</u>	<u>0.99961 %</u>	<u>\$ 194</u>	<u>1.92%</u>
<b>In-kind (soft) match</b>						
Land value	\$ 1,076,000	100 %	\$ 1,076,000	100 %	\$ -	
Transition planning	533,010	100 %	533,010	100 %	-	
County administration	420,000	100 %	420,000	100 %	-	
Audit of grant	<u>40,000</u>	<u>100 %</u>	<u>40,000</u>	<u>100 %</u>	<u>-</u>	
<b>Total in-kind (soft) match</b>	<u>\$ 2,069,010</u>	<u>100 %</u>	<u>\$ 2,069,010</u>	<u>100 %</u>	<u>\$ -</u>	<u>8.08%</u>
<b>Total matching funds</b>	<u>\$ 2,560,000</u>	<u>100 %</u>	<u>\$ 2,559,806</u>	<u>100 %</u>	<u>\$ -</u>	<u>10.00%</u>
<b>Total costs</b>	<u><u>\$ 25,597,000</u></u>	<u><u>100 %</u></u>	<u><u>\$ 25,596,806</u></u>	<u><u>100 %</u></u>	<u><u>\$ -</u></u>	<u><u>100.00%</u></u>

**Solano County SB 1022 Rourk Vocational Training Center  
 Jail Construction Agreement No. A26-13  
 Solano County SB 1022 Rourk Vocational Training Center  
 Schedule of Eligible Costs - Budget to Actual  
 For the period November 30, 2016 through June 30, 2019**

<b><u>Category/Classification</u></b>	<b><u>State Agreement Budget</u></b>	<b><u>Costs Accepted (Actual)</u></b>	<b><u>Actual Budget Over/(Under)</u></b>
Construction	\$ 20,140,438	\$ 20,140,438	\$ -
Project/construction management	1,271,709	1,271,515	(194)
Architectural	1,126,665	1,126,665	-
Site acquisition	1,076,000	1,076,000	-
Transition planning	533,010	533,010	-
County administration	420,000	420,000	-
State agency fees	50,694	50,694	-
Additional eligible costs	928,734	928,734	-
CEQA	9,750	9,750	-
Audit of grant	40,000	40,000	-
<b>Total Costs</b>	<b><u>\$ 25,597,000</u></b>	<b><u>\$ 25,596,806</u></b>	<b><u>\$ (194)</u></b>

**Board of State and Community Corrections**  
**Jail Construction Agreement No. A26-13**  
**Solano County SB 1022 Rourk Vocational Training Center**  
**Schedule of Eligible Project Costs**  
**For the period November 30, 2016 through June 30, 2019**

<u>Category/Classification</u>	<u>State Funds</u>	<u>Cash (Hard) Match</u>	<u>In-Kind (Soft) Match</u>	<u>Total</u>
Construction	\$ 19,836,892	\$ 303,546	\$ -	\$ 20,140,438
Project/construction management	1,231,709	39,806	-	1,271,515
Architectural	1,039,665	87,000	-	1,126,665
Land value	-	-	1,076,000	1,076,000
Transition planning	-	-	533,010	533,010
State agency fees	-	50,694	-	50,694
County administration	-	-	420,000	420,000
CEQA	-	9,750	-	9,750
Additional eligible costs	928,734	-	-	928,734
Audit of grant	-	-	40,000	40,000
<b>Total costs</b>	<b><u>\$ 23,037,000</u></b>	<b><u>\$ 490,796</u></b>	<b><u>\$ 2,069,010</u></b>	<b><u>\$ 25,596,806</u></b>

**Board of State and Community Corrections**  
**Jail Construction Agreement No. A26-13**  
**Solano County SB 1022 Rourk Vocational Training Center**  
**Schedule of Ineligible Costs**  
**For the period November 30, 2016 through June 30, 2019**

<b><u>Category/Classification</u></b>	<b><u>Total Costs Claimed</u></b>	<b><u>Costs Accepted</u></b>	<b><u>Ineligible Costs</u></b>
Construction	\$ 20,140,438	\$ 20,140,438	\$ -
Project/construction management	1,271,709	1,271,515	194
Architectural	1,126,665	1,126,665	-
Land value	1,076,000	1,076,000	-
Transition planning	533,010	533,010	-
County administration	420,000	420,000	-
State agency fees	50,694	50,694	-
CEQA	9,750	9,750	-
Additional eligible costs	928,734	928,734	-
Audit of grant	40,000	40,000	-
<b>Total Costs</b>	<b>\$ 25,597,000</b>	<b>\$ 25,596,806</b>	<b>\$ 194</b>

**OFFICE OF THE AUDITOR-CONTROLLER**

PHYLLIS S. TAYNTON, CPA  
Auditor-Controller

SHEILA O. TURGO  
Assistant Auditor-Controller



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENT  
PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

**Independent Auditor's Report**

Board of Supervisors  
Solano County  
Fairfield, California

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *California Board of State and Community Corrections Jail Construction Agreement No. A26-13*, the Statement of Program Revenues and Expenditures of the Solano County SB 1022 Rourke Vocational Training Center Project, for the period of November 30, 2016 through June 30, 2019, and the related notes to the program financial statement, and have issued our report thereon dated July 24, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the program financial statement, we considered Solano County General Services Department Division of Capital Projects Management's (CPM) internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the program financial statement, but not for the purpose of expressing an opinion on the effectiveness of CPM's internal control. Accordingly, we do not express an opinion on the effectiveness of CPM's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's program financial statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether CPM's program financial statement is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of program financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed two instances of noncompliance that is required to be reported under *Government Auditing Standards* and which is described in the accompanying Schedule of Findings and Responses.

CPM's response to the finding identified in our audit is described in the accompanying Schedule of Findings and Responses. The CPM response was not subject to the auditing procedures applied in the audit of the program financial statement and, accordingly, we express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Solano County Board of Supervisors, the management of Solano County, the California Board of State and Community Corrections, and the State Public Works Board of the State of California and is not intended to be, and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.



Phyllis S. Taynton, CPA  
Auditor-Controller

Fairfield, California

July 24, 2019

## **Schedule of Findings and Responses**

### **Compliance Deficiency:**

#### **1. Fiscal Invoices and Progress Reports Not Submitted Timely to the BSCC**

The County did not timely submit monthly Fiscal Invoices and Progress Reports at the mutually agreed upon invoicing/progress reporting interval to the Board of State and Community Corrections. Our review disclosed 6 of the 10 (or 60%) fiscal invoices/progress reports were received by the BSCC an average of 44 days beyond the required submission due date.

Exhibit A, Article 7 of the *California Board of State and Community Corrections Jail Construction Agreement No. A01-09/11*, requires the County to submit fiscal invoices and progress reports in a format specified by the BSCC, and at mutually agreed upon intervals during the period of the agreement. The agreed upon monthly interval requires submission of fiscal invoices and progress reports within forty-five (45) calendar days after the end of each month or billing period.

The late submission of the fiscal invoices and progress reports was due to extenuating circumstances beyond the control of the County. Two amendments to the original agreement were required during the course of the project. The County was delayed in submitting fiscal invoices and progress reports due to pending approval of the two separate amendments. However, fiscal invoices and progress reports should be prepared and submitted timely in order to meet the required deadline established by the State.

The late submission of monthly fiscal invoices and progress reports causes the County to be out of compliance with the State's fiscal invoicing and progress reporting requirement. In addition, not submitting invoices and progress reports in a timely manner may result in disbursements being withheld. This could result in potential cash flow issues for the County since contractor(s) are paid in advance of State reimbursement.

#### **Recommendations:**

- Request a submittal deadline extension from the State when extenuating circumstances of any nature occur. If the State is aware of and approves an extension of the submittal, the County may not be considered out of compliance with the State's fiscal invoicing and progress reporting requirement.

**Department's Response: See Attachment A**

## **2. Non-Compliance with Performance Bond Requirement**

The construction contractor Hensel Phelps did not name the State as an obligee when it initially procured the performance bond for the Solano County SB 1022 Rourk Vocational Training Center Project. The omission was not identified during the course of the construction project, as a Dual Obligees Rider was not completed.

Article 8 of the *Board of State and Community Corrections Jail Construction Agreement No. A26-13* requires the contractor to procure and maintain both a payment and performance bond each of which shall be in an amount not less than one hundred percent (100%) of the Contractor's total contract price as set forth in the agreement between the Participating County and Contractor. Furthermore, the performance bond shall name the State as an additional beneficiary under the bond.

When an obligee is included under a performance bond, they are protected under the bond agreement. The recipient of the obligation (which in this case is the contract to complete construction of the SB 1022 project) is protected by the bond. If the actions of the bond principal (i.e., Hensel Phelps, the project construction contractor) are in violation of the bond agreement, the obligee (in this case, the State), is protected and can seek action against the bond and obtain compensation for itself.

The County did not ensure the State was included as an obligee under the performance bond resulting in non-compliance of the performance bond requirement. By not being listed as an obligee under the performance bond, the State has no ability to seek damages for non-performance by the principal (contractor).

### **Recommendation:**

- Ensure all entities required to be named as an additional beneficiary under the performance bond(s) are sufficiently included for future projects.

**Department's Response: See Attachment A**

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 Director  
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 (707) 784-7900

**DEPARTMENT OF GENERAL SERVICES**  
 Capital Projects Management Division

MARK A. HUMMEL, AIA  
 Capital Projects Manager  
 MAHummel@SolanoCounty.com  
 (707) 784-7906



**SOLANO  
 COUNTY**

July 25, 2019

Ms. Phyllis Taynton, CPA  
 Solano County Auditor-Controller  
 675 Texas Street, Suite 2800  
 Fairfield, CA 94533

Re.: Response to Audit Compliance Deficiency for the Final Audit of Board of State and Community Corrections (BSCC) Jail Construction Agreement No. A26-13 for the Rourk Vocational Training Center (RVTC) in Fairfield, CA

**Finding 1**

Fiscal Invoices and Progress Reports Not Submitted Timely to the BSCC

**Office of the Auditor-Controller Recommendation:**

Request a submittal deadline extension from the State when extenuating circumstances of any nature occur. If the State is aware of and approves an extension of the submittal, the County may not be considered out of compliance with the State's fiscal invoicing and progress reporting requirement.

**Department Response**

Department agrees with Finding 1

The Rourk Vocational Training Center is now complete, with all invoices submitted except for final State retention upon completion of this audit. Project staff at the Board of State and Community Corrections was kept notified of prior delay in each instance. County staff will continue to maintain regular communication with BSCC staff during the remaining project close out period.

In the course of active construction, necessary changes to scope, schedule and corresponding budget line-items made necessary by design errors and extended approval times by the State Fire Marshal required that corresponding project budget modification requests be submitted to the Board of State and Community Corrections (BSCC) and State Department of Finance (DOF) for approval before progress invoices could be submitted. This approval process delayed invoice submittals. As a suggestion for process improvement, the State could include a paragraph in the Construction Agreement clarifying the procedure for project budget modifications and include a simple form and allow the County to move amounts between line-items, under the condition that total approved State Funds amount, County Match amount and In-kind Match amount remain unaltered. With approval authority delegated to BSCC

staff for line-item adjustments within the approved budget, the process could be expedited to e.g. within one week of the County's request for line-item modifications.

**Finding 2**

Non-compliance with Performance Bond Requirement

**Department Response**

Department agrees with Finding 2

The County acknowledges that the State was not named by the Contractor as an obligee on a Dual Obligee Rider. In the future, County staff will create and utilize project-specific checklists to help ensure full compliance with the requirements of the State's construction agreement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. Hummel', with a large, stylized loop at the end.

Mark A. Hummel, AIA, LEED AP  
Capital Projects Manager, SB1022 RVTC Construction Administrator

Cc: Phyllis Taynton, Solano County Auditor-Controller  
Megan M. Greve, Solano County General Services Director  
Sheriff Thomas Ferrara, Solano County Sheriff



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	5	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	19-627	<b>Contact:</b>	Marc A. Fox, 784-2552
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution amending the County's Personnel and Salary Resolution Section 5.5, Salary Upon Promotion		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board adopt a resolution amending the Personnel and Salary Resolution Section 5.5, Salary Upon Promotion.

### **SUMMARY:**

The County's Personnel and Salary Resolution applies to employees in Unit 30 (Confidential), Unit 61 (unrepresented Executive Management), Unit 62 (unrepresented Senior Management) and Unit 00 (unrepresented extra help). Section 5.5, Salary Upon Promotion, dictates that an employee who promotes is to receive the lowest available salary which provides him/her with a five percent pay increase. However, an external applicant for employment may be hired at any of the available salary steps and, based on that individual's education and experiences, may be offered a higher salary than the employee who promotes. The proposed Personnel and Salary Resolution amendment will permit an employee covered by the Personnel and Salary Resolution to be considered, when justified, a salary step which is greater than the minimum five percent pay increase.

### **FINANCIAL IMPACT:**

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2019/20 Adopted Budget. It is assumed that an employee covered by the Personnel and Salary Resolution who promotes will not be earning a higher wage than the employee who last held that position and, therefore, it is anticipated that there is no net increased cost in the adoption of the proposed Personnel and Salary Resolution amendment.

### **DISCUSSION:**

AB168 (Eggman, 2017) became law effective January 1, 2018, and prohibits employers from initiating inquiries

about an individual applicant's salary history. The law indicates that an employer may not rely on an external applicant's prior salary history as a factor in determining whether to offer employment, or what salary to offer the applicant. The prospective employer may not orally or in writing, whether directly or indirectly, seek out salary history from an external applicant.

Personnel and Salary Resolution Section 5.2, Pay for New Employees, authorizes a department director to offer an applicant salary steps one, two or three. The department director may offer salary step four or five upon approval of the Director of Human Resources. (Nearly all County classifications have five salary steps.)

Following adoption of AB168, the County amended the application for employment by removing salary history information. The Human Resources Department also amended the request form a department director completes when requesting that an external applicant is offered employment at salary step four or five. The amended request form removed salary history information and department's justification for the higher salary step focuses on the applicant's education and work experience.

An external applicant for employment has the ability to negotiate his/her starting salary. (The salary must be one of the five steps within that classification's salary schedule.) An internal applicant who promotes, however, does not have the ability to negotiate his/her promotional salary as the Personnel and Salary Resolution Section 5.5, Salary Upon Promotion, dictates that the internal employee is to be offered the lowest available salary step which provides the employee with a minimum five percent pay increase. Thus, we may have two individuals, an external applicant and an internal employee, who have comparable education and work experience but each would be offered a different salary because of the restriction specified by the salary upon promotion.

The proposed Personnel and Salary Resolution amendment authorizes a department director to request a salary step greater than the five percent increase as circumstances warrant, subject to the concurrence of the Director of Human Resources and County Administrator. The proposed amendment, if adopted by the Board, provides similar pay consideration of the internal applicant as the external applicant.

The Director of Human Resources' evaluation will be based on:

- The request is made for a difficult or hard to fill classification; and/or
- The department director can demonstrate that employees with similar backgrounds, including education and experience, were hired at the same (or higher) salary step as the requested salary step for the internal candidate. The look back period for this shall be seven years.

The term "difficult or hard to fill classification" includes two or more of the following criteria:

- a) The last two prior recruitments yielded five or fewer qualified applicants; or
- b) The minimum qualifications for the position require a high level of specialized skill, or a high level of education, or a State license (e.g., nurse, physician, attorney, engineer, etc.); or
- c) The vacancy rate for the classification is two percentage points higher than the County average; or
- d) Labor market fill rate as determined by the California Bureau of Labor Statistics has a fill rate of less than 1.0, which indicates the industry is one where other employers have challenges to find qualified individuals to fill the demand or need; or
- e) Multiple prior job offers to applicants have been declined.

The aforementioned Director of Human Resources' evaluation criteria may be evaluated for effectiveness from time to time and any amendment to these criteria will be made with the concurrence of the County Administrator.

**ALTERNATIVES:**

The Board of Supervisors could choose not to amend this section of the Personnel and Salary Resolution; however, this option is not recommended as the County wishes to offer a promotional salary for employees covered by the Personnel and Salary Resolution comparable to that offered to an applicant newly hired by the County.

**OTHER AGENCY INVOLVEMENT:**

The Director of Human Resources worked with the County Administrator's Office in the development of the proposed amendment.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2019 - \_\_\_\_\_

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS  
AMENDING THE PERSONNEL AND SALARY RESOLUTION

**Whereas**, the Personnel and Salary Resolution establishes benefits, working conditions and related terms and conditions of employment for employees not covered under a collective bargaining agreement or who are exempt from the County’s civil service regulation; and

**Whereas**, the Personnel and Salary Resolution requires modification from time to time.

**Resolved**, that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed.

**Further Resolved**, that the Solano County Board of Supervisors amends the Personnel and Salary Resolution Section 5.5, Salary Upon Promotion, to read as follows:

5.5 Salary Upon Promotion

Any regular, probationary or limited-term employee or part-time employee is promoted to a position in a class with a higher salary range 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 range. When circumstances warrant, the Director of Human Resources or his/her designee, with County Administrator concurrence, may authorize the filling of the position at a step within the new salary range 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.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on August 13, 2019, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

EXCUSED: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By: \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

<b>Agenda #:</b>	6	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Resolution	<b>Department:</b>	Human Resources
<b>File #:</b>	19-628	<b>Contact:</b>	Marc A. Fox, 784-2552
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Adopt a resolution approving successor collective bargaining agreements between Solano County and Units, 2, 7, 9 (Registered Nurses; Regulatory, Technical and General Services; and Clerical Employees), Unit 5 (Health and Welfare Employees), Unit 8 (General Services Supervisors) and Units 82, 87, 89 and 90 (Extra Help Registered Nurses; Regulatory, Technical and General Services, and Clerical; and Probation Employees) represented by the Service Employees International Union, Local 1021		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Resolution, B - MOU for Units 2, 7 & 9, C - MOU for Unit 5, D - MOU for Unit 8, E - MOU for Units 82, 87, 89 & 90		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving successor collective bargaining agreements between the County and Units, 2, 7, 9 (Registered Nurses; Regulatory, Technical and General Services; and Clerical Employees), Unit 5 (Health and Welfare Employees), Unit 8 (General Services Supervisors) and Units 82, 87, 89 and 90 (Extra Help Registered Nurses; Regulatory, Technical and General Services, and Clerical; and Probation Employees), represented by the Service Employees International Union, Local 1021 (SEIU).

### **SUMMARY:**

The County and SEIU have existing collective bargaining agreements which expire on November 4, 2019. Representatives from the County and SEIU have met and conferred in good faith regarding the terms for successor collective bargaining agreements. The County and SEIU reached a total tentative agreement for successor collective bargaining agreements, for a term through October 21, 2022. The employees represented by SEIU have ratified the terms of the successor collective bargaining agreements and the final step is the Board of Supervisors' approval.

### **FINANCIAL IMPACT:**

Adoption of the new collective bargaining agreement for Units 2, 7, 9, 5, 8, and 82, 87, 89, 90 is projected to increase payroll costs by a total of \$46,577,784 for all funds during the term of the agreement (effective November 5, 2019 through October 21, 2022). Of this total cost, \$5,788,845 is during Fiscal Year 2019/20, \$9,212,546 is during Fiscal Year 2020/21, \$13,643,937 is during Fiscal Year 2021/22, and \$17,932,456 is

during Fiscal Year 2022/23 (through October 21, 2022). The estimated total General Fund impact for the entire contract period is \$24,780,200.

**DISCUSSION:**

Representatives of the County and SEIU have met and conferred in good faith on the changes to the collective bargaining agreements on wages, hours and other terms and conditions of employment.

The parties have agreed on the following changes:

1. **TERM OF THE AGREEMENT:** The collective bargaining agreements will be effective November 5, 2019 through October 21, 2022.
2. **WAGES:** During Fiscal Year 2019/20 employees receive a three percent (3%) wage increase effective November 17, 2019.

For Sheriff's Security Officers, concurrent with the November 17th wage increase, receive a two percent (2%) equity increase, for a total increase equal to five percent (5%).

During Fiscal Year 2020/21 employees receive a three percent (3%) wage increase effective November 15, 2020.

During Fiscal Year 2021/22 employees receive a two percent (2%) wage increase effective November 28, 2021.

During Fiscal Year 2021/22 employees receive a one percent (1%) wage increase effective May 15, 2022.

During Fiscal Year 2022/23 employees receive a one percent (1%) wage increase effective September 4, 2022.

In addition, payable on January 17, 2020, all active employees as of December 29, 2019 who are employed by the County and represented by bargaining unit 2, 5, 7, 8 or 9 shall receive a one-time lump sum payment of nine hundred dollars (\$900.00), with said payment not subject to CalPERS reporting of benefits. Part-time employees in these bargaining units receive a pro-rata amount based on his/her full-time equivalence.

3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's maximum premium contribution for health insurance/cafeteria plan is set at 75% of the PEMHCA Region 1 Kaiser Permanente family rate for benefits effective for 2019, 2020, 2021, and 2022. In addition, employees who elect employee plus two or more dependents coverage receive an additional \$50 per month, or, an employee in a job classification with a maximum salary of six thousand six hundred eighty-two dollars (\$6,682.00) or less per month, receives a County contribution of eighty dollars (\$80.00) per month. The maximum salary limit for employees to receive the County contribution of eighty dollars (\$80.00) is increased by the same percentage increase of the scheduled wage increase.
4. **OTHER PAID HOLIDAYS:** Effective January 1, 2020 employees in Bargaining Units 2, 7, 9, 5, 8 will receive the afternoons of December 24th (Christmas Eve Day) and December 31st (New Year's Eve Day) as paid holidays. Also, effective January 1, 2020, the holiday restricted for use between

Christmas Eve and New Year's Eve may be used at any time during the year.

**5. OTHER ITEMS:**

- Effective July 1 2020, the County will increase the maximum tuition reimbursement from \$1,100 to \$2,000 per year.
- Employees are no longer required to complete the probationary period to become eligible to take earned vacation.
- Uniforms and/or safety boot allowance has been added for Groundskeeper Supervisor, Animal Control Officer (Senior) and clarified for Agriculture/Weights and Measure Inspectors.
- Employees in the classification of Social Worker III assigned to the Child Welfare Services Emergency Response Unit receive 2.5% pay differential for each hour, or portion thereof, when working in the Emergency Response Unit.
- Department Heads may establish a "Holiday Adjusted Time Off" program in which an employee with an alternate work schedule may adjust his/her time on the week of a holiday in lieu of using vacation time to make up for time on paid holidays.
- Clarified eligible mileage and fees for external classes/seminars for Nurses, NP/PAs.
- Incorporated into the Memorandum of Understanding existing side letters on examination within the Agriculture Department, call back and standby pay differential, and the addition of Medical Assistants to Appendix G.
- Renewal of existing side letters on Library hours, Administrative Leave for Information Technology classifications, wage increases for Agriculture/Weights and Measures Classifications, and loan repayment program offered by CMSP.

A copy of the collective bargaining agreements are attached. Some minor, non-substantive corrections may be made to the collective bargaining agreements by the County and SEIU.

**ALTERNATIVES:**

The Board of Supervisors could elect to not adopt the collective bargaining agreement between the County and SEIU. However, this option is not recommended as the parties have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act and have reached agreement, and the new agreement was negotiated within the parameters previously provided by the Board to the County's negotiation team. Additionally, employees represented by SEIU, Local 1021 have ratified the terms for the collective bargaining agreements.

**OTHER AGENCY INVOLVEMENT:**

Negotiations of the collective bargaining agreement were through a collaborative effort by the County and SEIU.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



# **MEMORANDUM OF UNDERSTANDING**

**Service Employees International Union**  
SEIU, Local #1021  
and  
**County of Solano**

November 5, 2019 - October 21, 2022

**Unit #2** - Registered Nurses

**Unit #7** - Regulatory, Technical and  
General Services Employees

**Unit #9** - Clerical Employees

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**MEMORANDUM OF UNDERSTANDING**  
**November 5, 2017 – November 4, 2019**

**PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, Local #1021 CtW, CLC**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and the Service Employees International Union, SEIU, Local #1021 CtW, CLC, 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC ("Union") and the County of Solano ("County") is governed by the Meyers-Millias-Brown Act (California Government Code sections 3500, et. seq.), the County's Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

**1. RECOGNITION**

1.1 Union Recognition

The County recognizes the Union as the recognized employee organization for:

- Unit #2, Registered Nurses
- Unit #7, Regulatory, Technical and General Services Employees
- Unit #9, Clerical Employees

Classifications represented under this Agreement are identified in Appendix A.

1.2 County Recognition

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

## **2. TERM**

This Memorandum of Understanding shall be in effect the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, except those 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 October 21, 2022.

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

### **3.1 Union Dues**

A. Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).

C. 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 union dues and service fees.

### **3.2 Union Rights**

#### **A. Release Time**

The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU 1021 as the official SEIU Local 1021 County President, hereinafter referred to as the "President". The County will allow the President, or when the President is unable to attend, the Vice-President, up to sixteen (16) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President or Vice President shall be borne by the Union. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President 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 Union shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The 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 Union training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

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

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

**B. Bulletin Boards**

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

**C. Union Business**

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

**D. Payroll Deductions and Pay Over**

The County shall deduct Union dues and premiums for approved insurance programs 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 Union on at least a monthly basis.

a. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:

1. Full name (last, first and middle name or initial)
2. Employee I.D. number
3. Bargaining unit
4. Department
5. Job Title
6. Work location
7. Appointment type (regular or limited term, full-time, part-time, extra help)
8. Hire date
9. Job class entry date
10. Salary schedule step

11. Hourly rate
12. Health plan selected
13. Home address
14. Phone numbers (work numbers, home number, and personal cell number)
15. Email addresses (County and personal)

b. Commencing on November 5, 2017, the information described in section 3.2.D.1.a shall be provided to the Union for every bargaining unit member, and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

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

**G. Programming Fee**

The Union 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 Union's prorated share of such costs, to be determined by dividing the total number of each Union'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.

**H. Hold Harmless**

The Union 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 Union dues or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

**I. 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 Shop 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 Shop to such units.

**J. Human Resources New Employee Orientation**

1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.
2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.

3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.
5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.
6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.
7. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. - 9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35a.m., s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.
8. If the Union representative(s) is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms

may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.

10. The County will not observe or disturb the Union presentation.
11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.
13. The County will provide the Union with information pursuant to AB 119 and MOU sections 3.2.D.

#### 4. COUNTY MANAGEMENT RIGHTS

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

#### 5. SALARIES

##### 5.1 Salary Range and Pay Date

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

##### 5.2 Pay for New Employees

Normally new employees shall be appointed at the recruiting step of the salary 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 issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the director of Human Resources.

##### 5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is reemployed in a represented position in the County, 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 any step within the salary range. 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 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 Range**

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
- B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

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

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (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 or workers' compensation 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 effective on the scheduled date.

E. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. In the event an employee receives an overall rating of either

unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. A merit increase may be deferred only once for any given step on the range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head or designee. At the end of the deferral period, the employee must be re-evaluated and a decision must be made to grant or deny the merit increase. The employee's merit increase eligibility date shall not be changed by such deferral.

Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or his/her designee.

F. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferral, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date.

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

#### 5.5 Salary upon Promotion

Any regular, probationary or limited-term employee who is promoted to a position with a higher salary range – (top step) 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 classification. 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 range 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 or when the top steps of the classes are the same, 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 salary step 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 classification 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 Salary upon Reclassification

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

- A. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of **Section 5.5., Salary Upon Promotion**, of this MOU.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:
  - 1. If the salary of the employee is the same or less than the maximum salary of the new class, the salary and merit increase eligibility date of the employee shall not change.
  - 2. If the salary of the employee is greater than the maximum salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range for the new classification, the salary of the employee shall be reduced to the maximum salary for the new class.

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

#### 5.9 Longevity Compensation

- 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, employees who complete twenty-five (25) years of continuous full-time service, shall be entitled to an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%); additionally, employees who complete

thirty (30) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 10%); additionally, employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%), over the rate for the class in which employed.

- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

#### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.
- B. 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 qualifications 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 range over the salary received prior to the assignment not to exceed the top step of the new range.

- 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 range 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 Union may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
  - d. The Department Head may meet with the employee/Union, as necessary and will respond in writing to the Union's letter within ten working days.
  - e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union will submit a letter to Human Resources within ten working days of the response from the Department Head.
2. Formal Steps
- a. Within fifteen working days of receiving the letter from the Union, HR will investigate the claim (meet with Department, employee, Union as necessary) and make 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 Not in Use

#### 5.12 Changes in Salary Allocation

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

#### 5.13 Overpayments and Underpayments

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. The employee may be accompanied by a Union representative to any such meeting. As used in this section:
  1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.

3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  3. 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 single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check.
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  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 PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

### 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 PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

### 6.3 Cafeteria Plan

The County has established a Cafeteria Plan in conjunction with the California Public Employees' Retirement System (CalPERS) Health Insurance Plan.

Effective January 1, 2019, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the PERS Kaiser 2019 family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2020, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2021, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2022, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

These cafeteria plan contributions made by the County as listed above include the minimum employer contribution (MEC) required by PERS. This MEC shall be adjusted in future years as required by PERS.

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

Additionally, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan, or alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, for an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan when the employee's job classification has a maximum monthly salary as listed in the table below:

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
\$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
\$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
\$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
\$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The

County contribution (\$50/\$80) shall sunset at the end of the pay period which includes the expiration of the 2019-2022 collective bargaining agreement.

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

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

#### 6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

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

The County's Delta Dental plan provides reduced co-payments for in-network PPO providers, allows up to \$1,000 of orthodontic coverage, and increases the annual allowance to \$1,250.

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

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

#### 6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan 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 offers an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

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

#### 6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

#### 6.7 Deferred Compensation

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

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

#### 6.8 Short Term Disability Insurance

If the Union establishes a group rate Short Term Disability Insurance policy for bargaining unit members during the term of this contract, the County shall administer the voluntary payroll deduction collected for this program and forward the amount collected directly to the Union for payment to the insurance carrier. The "hold harmless" provisions of **Section 3**, Union Security and Union Rights, will also be applied to this provision.

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own

non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

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.

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI 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 SDI 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 or CFRA 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 time from the Catastrophic Leave Bank. 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 SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, 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 Catastrophic leave hours with SDI will not accrue sick or annual leave.
- E. SDI benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible. SDI integration is not retroactive beyond one pay period.
  - 2. Employees' pay, including leave accruals and or SDI 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 SDI benefits.

#### 6.9 Long Term Disability Insurance

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

#### 6.10 Retirement

- A. PERS Contract.

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

**B. PEPRA Tier.**

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

**C. PEPRA Basic Retirement Formula.**

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

**D. Disputes Over PEPRA.**

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **section 19** below. 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.**

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

**F. Pre-PEPRA Tier 2**

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

**G. Employee Payment of PERS Member Contributions.**

**1. PEPRA Member Contributions.**

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

**2. Non-PEPRA Member Contribution.**

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

3. Employee Payment For Pre-PEPRA Formula Enhancement.

On November 24, 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the 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 **Appendix D**).

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's or County's PERS contribution 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 June 24, 2012, the parties agree to equally share in PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction. This provision shall sunset on January 1, 2017.

6.11 Social Security and Medicare

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

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

6.12 Tuition Reimbursement Program

A. Objective

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

B. Eligibility of Employees for Tuition Reimbursement

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.

Part-time employees are eligible after 2 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, including travel time to class. 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.
5. Course work may be in person, online, or through correspondence.
6. 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.
7. 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.
8. 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 education reimbursement provision must be approved by the Department Head in advance.
9. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
10. 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.
11. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the

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.

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, and parking. 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. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - 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 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 Human Resources Department 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, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Union agrees that the

Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

### 6.13 Continuing Education

- A. The County acknowledges that employees in the classifications listed in Appendix G must complete continuing education, within a specified period, as listed on Appendix G. Employees in the classifications listed in Appendix G will receive the following while completing their requested Continuing Education hours. These benefits apply only when the education or training is mandatory in order to maintain a license or certificate or other required condition of County employment in the class held.
- Mileage reimbursement if they will have to drive to a location to attend a class or seminar.
  - Compensatory Time Off if attendance or seminar would cause them to work more than forty (40) hours in a work week.
  - Reimbursement for all fees for taking the class or seminar.
- B. The County acknowledges that employees in the class series of Auditor Appraiser, and Appraiser, may require continuing education units, as specified under the California Revenue and Taxation Code. As such, an employee holding a position in the class series of Auditor Appraiser and Appraiser, upon prior approval of his/her Appointing Authority or designee, shall be allowed to attend continuing education classes presented and sponsored by the State Board of Equalization (BOE), during work time. However, if the employee is attending a class in which the employee previously attended on work time and did not receive training credit or continuing education units, the employee must attend on his/her own time.

### 6.14 Limited Extra-Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following subsections.

Extra help employees, who were certified and appointed from an appropriate eligible list and who are subsequently requisitioned 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 of:

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as provided in **Section 5.4** of this MOU
4. Seniority for purpose of layoff

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.

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

An Extra-Help employee who works more than nine hundred ninety-nine (999) hours in a fiscal year shall become a participant in the Public Employees Retirement System (PERS); refer to the County-SEIU Extra Help Collective bargaining agreement, **Section 13- Retirement**.

## **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 equipment and protective clothing as is required to conform with this section.

Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.

### 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 section 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 section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled 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 I, 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 I, below.
  - 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.
- 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 Worker's Compensation for the period of time that he/she has and utilizes leave accruals to fully integrate, or for six (6) months, whichever period 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. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- G. 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.
- H. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.
- I. 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 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 benefits.

### 7.3 Temporary Modified Duty Assignment

- A. 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:
  - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
  - 2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case-by-case basis.
- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

### 7.4 State Disability Insurance

- 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 premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has 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 time from the Catastrophic Leave Bank. 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 and utilizes sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating Catastrophic 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:  
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.  
Employees' pay, including leave accruals and 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.  
Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly 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. After industrially injured employees have been considered, non-industrial disabled employees will be given consideration in accordance with the criteria listed in **Section 7.3.**
  2. 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.
  3. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

## 8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay 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 regular, 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 \$75.00 per pay period (approximately \$1,950.00 per year).
3. 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.

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 Pay 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 Sheriff's Services Technician Trainer's Compensation

Sheriff's Services Technicians designated by the Sheriff as Trainers shall be eligible to receive additional compensation in the amount of thirty-five (\$35.00) per pay period. In order to receive such additional compensation, the employee must be certified through an appropriate training course and must be engaged in the training of Sheriff's Service Technicians at least thirty percent (30%) of the pay period.

Sheriff's Services Technicians shall also receive a pin to be worn on their uniforms identifying themselves as Trainers.

#### 8.4 Call Back and Standby Pay Differential

- A. 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 straight time hourly rate. Such compensation shall be subject to the provisions of **Section 20.2, Overtime**, and not exceed the maximum step of the working level classification, with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

Travel time to and from the work site shall not be considered time worked. An exception will be made for employees working in the classifications of Animal Care Officer and Communications Technicians (where this is a current practice), who are assigned a County vehicle to respond to a call out to a remote work site other than their regular work location. These employees will be compensated for time spent responding, beginning from the time they leave their home until they complete the assignment. If during the term of this agreement, the Union raises another classification(s) that it believes should also be included in the travel time exception above, the Union shall bring such additional classification(s) to the attention of the Human Resources Director, who shall meet with the Union in order to determine if the additional classification is similarly situated and whether the travel time exception shall be applicable to the proposed, additional classification(s). The decision of the Human Resources Director shall be final.

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.

#### B. Standby

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

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at three dollars (\$3.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at four dollars (\$4.00) 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.

### 8.5 Uniform Allowance

#### 1. Uniform Allowance

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

Animal Control Officer	\$500.00 per year
Animal Control Officer (Senior)	\$500.00 per year
Animal Care Specialist	\$325.00 per year
Animal Care Specialist, Lead	\$325.00 per year
Sheriff's Services Technician	\$500.00 per year
Laundry Coordinator	\$500.00 per year
Sheriff's Security Officer	\$500.00 per year
Coroner Forensic Technician	\$200.00 per year
Evidence Technician	\$200.00 per year

Nursing classification, set forth above, shall also receive a payment of \$210 upon initial hire to purchase four (4) lab coats.

2. The uniform allowance amounts specified above for employees classified as Animal Control Officer, Animal Control Officer (Senior), Animal Care Specialist, and Animal Care Specialist, Lead, shall also cover the cost of purchasing footwear (boots or non-slip resistant shoes, as specified by the Department). The parties agree that the Sheriff's Office shall have the sole discretion in identifying the make, model and color of the uniforms and footwear. Employee's provided a uniform allowance shall be required to wear such uniform in accordance with Department Policy.
3. Such payments shall be made the first pay period in September each year. New personnel shall receive the allowance in September plus a pay period pro-rata amount from their anniversary date to September.

B. Uniforms and Protective Attire Provided

Uniforms

Health Care personnel who are required to wear lab coats will have them provided by the County.

1. Protective Attire

- a. The County will provide a boot reimbursement in the amount of \$160 every 2 years for the purchase of safety boots for the following classification series:
  - Agriculture Biologist/Weights and Measures Inspectors –
  - Building Inspector
  - Civil Engineer
  - Code Compliance Officer
  - Environmental Health Specialist
  - Engineering Technician
  - Geologist
  - Hazardous Materials Specialist
  - Inventory Coordinator
  - Inventory Clerk
  - Laundry Coordinator

Classifications assigned to the Administrative Support Bureau in Health and Social Services that are designated by the Department to wear safety boots shall also be eligible for this boot reimbursement.

The County will provide a boot reimbursement in the amount of \$125 per year for the purchase of slip resistant shoes for the Food Services Coordinator classification.

Employees who receive the boot reimbursement shall wear the boots at all times while on duty.

- b. Supervisors shall have the authority to issue or purchase gloves for General Services Department employees on an as-needed basis. Such determination of need to be made by the supervisor under the general guidelines provided by the General Services Department.

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.
  - c. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the Transportation or General Services Departments or other department as appropriate.

#### 8.6 Training Assignments

1. A Public Safety Dispatcher [journey] who is instructed to provide training to other dispatchers and either:
  - a. meets the minimum qualifications shall be reclassified to Public Safety Dispatcher (Senior) if there are any vacant allocations,
  - or-
  - b. be provided five percent (5%) Assignment Pay as provided in the Procedures for Requesting Assignment Pay (dated December 19, 1995) as may be amended at the exclusive right of the County until the earlier of (a) above, (b) twelve (12) pay periods, or (c) the end of the training assignment.

#### 8.7 California Department of Food and Agriculture Exam

To promote career progression within the Agricultural Department, employees taking an exam with the California Department of Food and Agriculture pursuant to the California Food and Agriculture Code or Business & Professions Code, may be reimbursed for the costs of each exam or license provided the following conditions are met:

- A. At the time of the exam and at the time of requesting payment, employees must hold the classification of Agricultural Biologist Weights & Measures Inspector Trainee, Agricultural Biologist Weights & Measures Inspector, Agricultural Biologist Weights & Measures Inspector (Senior) of at least (50) percent of an allocated position (.5 FTE); and,
- B. The employee must successfully pass the exam (written and/or oral) required to obtain each certificate or license.

Eligible part-time employees will be reimbursed a percentage of the cost of the license or certification in proportion to the percentage of the time worked.

Any employee who avails him or herself of this provision who voluntarily leaves the County's service during the fiscal year in which the employee was reimbursed, shall reimburse the County on a pro-rata basis the amount the employee received.

Note: There are presently 4 exams which require an exam be passed as well as an oral board component which must also be passed. In those instances where an employee is taking an exam which requires an

oral board component, in order to be reimbursed, the employee must pass both the written and oral board component.

**9. 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**

<b>Pay Periods of Continuous Service</b>	<b>Per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
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. 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, County-wide 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 the following manner:
  - Convert all to the retirement health savings account

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

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

- G. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother, sister, grandchild, mother in law, father in law of the employee, a minor child for whom the employee has legal custody, a person acting in loco parentis for the employee, 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. CATASTROPHIC LEAVE BANK**

**A. Program Design**

The County will maintain a Catastrophic Leave Bank to assist any employee who will exhaust all accruals due to a serious or catastrophic illness, injury, or other circumstances. This program maintains a countywide bank wherein any employee who wishes to contribute may authorize a portion of his/her accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, hours from the Catastrophic Leave Bank may be transferred to a requesting employee's Catastrophic Leave account so that employee will remain in paid benefit status, thus maintaining benefits while partially ameliorating the financial impact of the illness, injury, or other circumstance.

**B. Eligibility**

To be eligible for this benefit, the receiving employee will:

1. be a regular full time, part time or limited term employee who has passed his/her initial County probationary period;
2. exhaust all accumulated leave including, accrued vacation, compensatory time, holiday compensatory time, administrative leave, floating holiday, and sick leave (unless the leave involves the care of another or involves other circumstances and the maximum hours of family sick leave have been used);
3. be unable to return to work for at least 30 days following the initial six month period or the exhaustion of all accrued leaves (whichever is longer), and;
4. have applied and received approval for a Leave of Absence Without Pay.

**C. Operation**

1. The program will be administered under the direction of the Auditor Controller. The Auditor Controller will be responsible for receiving and recording all donations of accruals and for initiating transfer of hours from the bank to the recipient's Catastrophic Leave account. Disbursement of leave accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by SEIU, Local 1021.
2. The committee shall meet as necessary to consider all requests for donations and shall make determinations as to the appropriateness of the request. The committee shall determine the number of hours to be awarded for employees whose donations are non-specific.
3. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave hours will be at the sole discretion of the committee, based upon the merits of the request. Except for hours donated to a specific employee, the committee will limit

benefits in accordance with available contributions and select from among eligible applicants, those who will receive benefits.

4. Any recipient will be limited to a total of five hundred twenty (520) hours or its equivalent per catastrophic event. However, if approved by the committee, the total leave may be extended on a case by case basis not to exceed an additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.
  5. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of Catastrophic Leave hours.
  6. If an employee receiving donated leave returns to work prior to fully exhausting donated hours, the unused hours will be returned to the Catastrophic Leave Bank.
  7. Employees will not accrue sick or annual leave while using catastrophic leave hours.
  8. Donations are irrevocable unless the donation to the eligible employee is denied. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the hours will be returned to the donating employee unless he/she elects to donate the hours to the bank.
  9. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the donor's accrued vacation, compensatory time, holiday compensatory time and/or administrative leave accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
  10. No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce his/her vacation balance to less than 25 hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.
  11. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.
  12. Each year in July, the committee will provide the Union and the Director of Human Resources with an accounting of the total hours used annually and the balance of hours left in the bank.
  13. The Union shall have the right to use the County's email once each February, May, August and October of each year to conduct a donation drive and the Union shall have the right to provide the County with an email each month to be sent to all SEIU members.
  14. The County will add one (1) hour for every twenty-five (25) hours of total donations.
- 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, step, adopted 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 or adoptive 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 and adopted brothers and sisters;
  - son-in-law and daughter-in-law of the employee.
- B. For full-time employees, such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State 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 may or may not be granted at the sole discretion of the department head.
- C. An employee who has a miscarriage or who gives birth to a still born child shall be eligible for bereavement leave in accordance with **Section 12, paragraph B** above. This provision shall be applicable only to the employee having the miscarriage or still born child. Bereavement leave for a miscarriage or still born child shall not be applicable for any other family members identified in **Section 12, paragraph A**.

### **13. OTHER LEAVES**

#### 13.1 Maternity Leave

Sick leave may be used during pregnancy 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 or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

#### 13.2 Family and Medical Leave

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 graveyard shift who is summoned to jury duty will have the prior graveyard 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 to the greater of either said law/code or one hundred ninety (190) hours per fiscal year.

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).
1. 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.
  2. 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 regular 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).
  3. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.
  4. No former employee shall have this right of reemployment under this Section who:
    - a. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
    - b. Is released from active duty for reasons other than honorable;
    - c. Fails to make written application for reemployment with the County within six (6) months of his/her release; or
    - d. 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 regular 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.

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.

- G. 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.
- H. 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.
- I. A leave of absence without pay may be granted for any of the following reasons:
  - a. Illness or disability
  - b. Pregnancy or Birth or Adoption of a Child
  - c. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - d. For other reasons acceptable to the department head and/or Director of Human Resources or his/her designee.

- J. An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 4 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 parties agree to expedite the scheduling of mediation in order to provide the employee with a timely disposition of his/her appeal.

The Director of Human Resources will render a final decision in regard to the requested leave of absence without pay within three (3) calendar days following mediation. The decision of the Human Resources Director shall be final and not subject to further appeal.

#### 14. HOLIDAYS

##### A. Eligibility

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

##### B. Holiday Compensation

1. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to holiday compensatory time off (CTO) for the time actually worked. A full-time employee whose regularly scheduled day off falls on a full paid holiday shall be entitled to eight (8) hours of holiday compensatory time off. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned.
2. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in **Section 20.2(C)(6)** of this Memorandum of Understanding.
3. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.
4. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

##### C. Holidays

1. Fixed Paid Holidays include:

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

2. Effective January 1, 2020 the fixed paid holidays in 14.C.1 shall be amended by adding:

December 24th Christmas Eve Day (beginning at 1:00 p.m.)

December 31st New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

3. Other Paid Holidays Include:

- a. The last working day before Christmas Day or the last working day before New Year's Day. (County offices shall remain open for business on both days.) With approval by the employee's supervisor, the holiday may be taken any time during the period between Christmas Eve and the end of the first full pay period in January of the new year. This paid holiday will sunset effective January 11, 2020.
- b. Effective January 1, 2019, employees represented by this collective bargaining agreement shall be entitled to one (1) paid floating holiday in each calendar year. Effective January 11, 2020, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.
- c. Special or limited holidays appointed by the President or Governor.
- d. Such other days in lieu of holidays as the Board of Supervisors may determine.

## 15. PROBATIONARY PERIOD

### 15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13<sup>th</sup>) full pay period with the exception of Dispatchers and

Sheriff's Security Officers who shall serve a probationary period as defined above of twenty-six (26) full pay periods.

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 (13<sup>th</sup>) 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.

D. An employee who is permitted by the employee's department head to work beyond the end of the probation period shall be deemed to have passed the employee's probation period.

E. 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. The Union shall be provided a copy of any extension by mutual agreement to a probationary period that is allowed by this provision.

F. For Dispatchers and Sheriff Security Officers, 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. Rejection of Probation

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 18 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 18 of this Memorandum of Understanding.

#### 15.2 Rejection of Employee during the Probationary Period, Retreat to Vacant Position

- 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 regular 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 range for the class does not exceed the range 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.

#### **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 journeyman level).

#### 16.1 Twenty-Four (24) Months Continuous Service

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

-OR-

2. An employee who has completed his/her probationary period is laid off, and subsequently reemployed in a full-time position, 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.

#### **17. FURLOUGHS**

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.

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).

#### 17.1 Closure of County Facilities to Achieve Cost Reductions

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.

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

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

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

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

- A. 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.
- B. Employees that cannot be subject to a closure or furlough as determined in Section 17 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.

#### 17.4 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.

#### 17.5 Furlough Day on Scheduled Day Off

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

#### 17.6 Impact of Furlough on Benefits

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

#### 17.7 Impact of Furlough on Holidays

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

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

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

#### 17.9 Terminating Employees

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

#### 17.10 Effects of Furlough/Attachment E

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

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.

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

Expiration of the MOU does not alter the status quo ante as it relates to this provision. This provision shall expire September 30, 2016.

### **18. DISCIPLINARY ACTION**

#### 18.1 Discipline Defined

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:

#### 18.2 Disciplinary Action Procedures

- 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 and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).
  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.

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

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or file a grievance in accordance with **Section 19** of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed in writing within ten (10) days of the decision of the appointing authority. Grievances filed in accordance with **Section 19** of this Memorandum of Understanding must be filed within ten (10) calendar days after the decision of the appointing authority. No grievance involving demotion, suspension, dismissal, or reduction in salary of an employee will be entertained unless it is filed in writing with the Director of Human Resources or his/her designee within ten (10) calendar days of the time at which the affected employee was notified of such action. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SEIU, Local #1021. An employee may not both appeal to the Civil Service Commission and file a grievance under **Section 19** of this Memorandum of Understanding.

Should an employee elect to appeal a disciplinary matter either through arbitration or the Civil Service Commission, they shall be barred from electing the other appeal option for a period of five (5) years for any subsequent disciplinary action.

### 18.4 Non-Disciplinary Medical Termination

An employee may file a grievance at Step 2, within ten (10) calendar days of the date they receive a written notification of a non-disciplinary termination of their employment due to their medical condition (excluding disability retirement).

## **19. GRIEVANCES**

### 19.1 Grievance 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 Grievance Purpose

The purposes of this procedure are:

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

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

### 19.3 Grievance Steps

Grievances shall be processed in the following manner:

#### Step 1. Informal Discussion

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

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

- B. Step 2. Department Head of the Designated Representative

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

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

- C. Step 3: Director of Human Resources

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

- D. 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.

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

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

In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this Section.

#### E. Step 5. Arbitration

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

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

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

The fees and 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 completion of mediation.

### 19.4 Grievance Timelines

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 Scope of Grievance Decisions

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

B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves 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, Grievance Definition**

- C. Proposals to add to or change this Memorandum of Understanding or written agreement 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.
- D. If the Director of Human Resources or his/her designee in pursuance of the procedures outlined in **Section 19.3(C)**, above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration pursuant to **Section 19.3(E)** and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

#### 19.6 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 is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Union.

#### 19.7 County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **paragraph C, D, or E of Section 19.3 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 C, D, or E of Section 19.3, Grievance Steps**, above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend

to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

E. Scope of Disciplinary Action Appeal Arbitration Decisions

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Union 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.
3. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration. 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 arbitrator. No 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.

**20. HOURS OF WORK AND OVERTIME**

**20.1 Hours of Work**

A. Work Day

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 regular, 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.

B. Workweek

1. 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 20.2** of this MOU for provisions concerning overtime work.

2. Alternative Workweek/Work Hours

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

Alternative workweeks shall be instituted as a result of an agreement between the Union 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 the 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.

### 3. Holiday Adjusted Time

A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled work day the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals.

As of July 9, 2019, the Department of Child Support Services and the Health and Social Services Department each has an Adjusted Time Off program, for which the County and SEIU have completed the meet and confer process. This Holiday Adjusted Time Off provision does not supersede the Department of Child Support Services or the Health and Social Services Department's implemented Adjusted Time Off program for provisions different than, or other to, fixed County holidays.

### C. Rest Periods

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.

## 20.2 Overtime

### A. Overtime Work Defined

1. Overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. 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. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.
3. 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, 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. In the other departments and divisions of the County where overtime work is required, the County will make every reasonable effort to assure that the opportunity to work overtime is made available on an equitable basis among all qualified employees.

#### C. Overtime Payment

1. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of overtime payment (cash or CTO) for the first forty (40) hours of overtime worked in each fiscal year. 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 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.
3. 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 Union regarding the appropriate overtime code designation for such new classifications.
4. Payment for overtime shall be separately itemized on the payroll certification.
5. 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.
6. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
7. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak work-loads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Section.

## **21. NO STRIKE / NO LOCKOUT**

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

## **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 – Official County Business

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her 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 Personnel Action Forms, 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.

#### 22.5 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 Union and to meet and confer on the impact of the contracting out.

#### 22.6 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 Union. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

#### 22.7 Shift Assignments – Sheriff's Department

Within the Sheriff's Department, in making shift/position assignments for Sheriff's Services Technician, the following criteria shall be considered: the operational needs of the Department, employee skills and abilities, previous employee job performance, and indicated employee preference. Whenever all such criteria are equal between or among employees, length of service with the Department may be considered as an additional criterion in making assignments. The Sheriff's or his/her designee's decision shall be final and not subject to appeal or the grievance procedure. Sheriff's Department Dispatchers shall have their quarterly work schedule posted twenty-five (25) days prior to the effective date each new schedule.

### **23. SEVERABILITY**

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

### **24. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time, subject to the County's obligations under Government Code 3500 et seq.

**25. AMERICANS WITH DISABILITIES ACT (ADA)**

The County and the Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the County. The Union may grieve any failure by the County to notify the Union of potential conflicts between this MOU and reasonable accommodations provided to employees.

**26. NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference, age or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

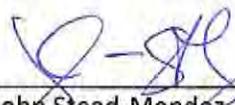
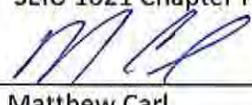
**27. CLASSIFICATION STUDIES**

A. Account Clerk

The Accounting Clerk III position will be eliminated through attrition. Employees currently holding the Accounting Clerk III position, will be grandfathered. A window period beginning February 8, 2005 through February 8, 2008, will be created in which the educational requirement (AA degree) will be waived for promotion within the Accounting series, up to and including Accounting Supervisor.

**County Representatives**

**Service Employees International Union**

Marc A. Fox Director of Human Resources	Date	 Del Mallory SEIU 1021, Area Director	8/8/2019 Date
Mark Love Chief Negotiator	Date	 John Stead-Mendez SEIU 1021 Chief Negotiator	8/8/19 Date
Rosemary Bettencourt Deputy Auditor-Controller	Date	 JoAnne Godreau SEIU 1021 Chapter President	8-8-19 Date
Julie Cockerton	Date	 Matthew Carl	8-8-19 Date

Child Support Program Manager

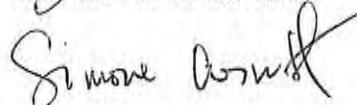
Jessica Jupitus Date  
Deputy Director of Library Services

Natasha Paddock Date  
Employment and Eligibility Administrator

Kimberly Young Date  
Senior Human Resources Analyst

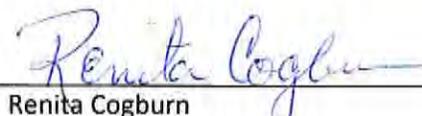
SEIU 1021 Chapter Vice President

 8/8/19  
James Conradsen Date  
SEIU 1021 Chief Steward

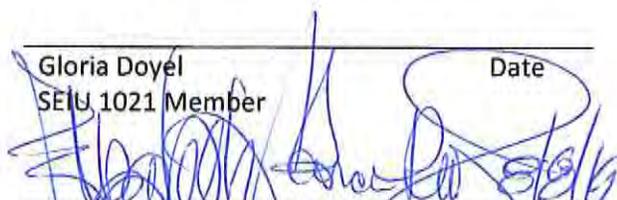
 8/8/19  
Simone Arnett Date  
SEIU 1021 Member

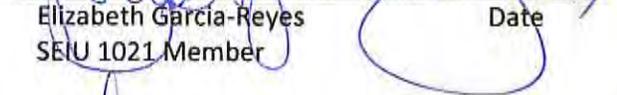
 8/8/19  
Solomia Brown Date  
SEIU 1021 Member

 8-8-19  
Nicole-Chavira-Garcia Date  
SEIU 1021 Member

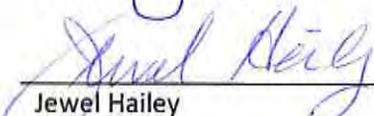
 8-8-19  
Renita Cogburn Date  
SEIU 1021 Member

Sarah Creighton Date  
SEIU 1021 Member

 Date  
Gloria Doyel  
SEIU 1021 Member

 Date  
Elizabeth Garcia-Reyes  
SEIU 1021 Member

 8-8-19  
Kathy Gillespie Date  
SEIU 1021 Member

 8-8-19  
Jewel Hailey Date

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SEIU 1021 Member



8-8-19

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Jose Ortiz

Date

SEIU 1021 Member

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Jaron West

Date

SEIU 1021 Member

**APPENDIX A. LISTING OF CLASSIFICATIONS**

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

Unit #2

Clinic Registered Nurse  
Clinic Registered Nurse (Sr)  
Emergency Medical Svcs Coord  
Licensed Vocational Nurse  
Mental Health Nurse  
Nurse Practition/PhysicianAsst  
Public Hlth Nurse  
Public Hlth Nurse (Entry)  
Public Hlth Nurse (Senior)

Unit #7

Accountant  
Accountant (Entry)  
Accountant (Senior)  
Accountant-Auditor I  
Accountant-Auditor II  
Accountant-Auditor III  
Ag Bio/Wts & Meas Insp(Senior)  
Ag Biologist/Wts & Meas Ins Tr  
Ag Biologist/Wts & Meas Inspec  
Ag/Wts & Measures Aide  
Animal Care Outreach&Vol Coord  
Animal Care Specialist  
Animal Care Specialist (Lead)  
Animal Control Officer  
Animal Control Officer (Sr)  
Appraiser  
Appraiser (Entry)  
Appraiser (Senior)  
Architect Proj Coord (Asstnt)  
Auditor-Appraiser  
Auditor-Appraiser (Entry)  
Behavioral Health Peer Support Specialist  
Building Inspector I  
Building Inspector II  
Building Permits Technician I  
Building Permits Technician II  
Business Systems Analyst  
Business Systems Analyst (Sr.)  
Buyer  
Buyer (Senior)

Cadastral Mapping Tech I  
Cadastral Mapping Tech II  
Cadastral Mapping Tech III  
Capital Projects Coord(Senior)  
Child Support Spec  
Child Support Spec (Entry)  
Child Support Spec (Senior)  
Child Support Training Spec  
Civil Engineer  
Civil Engineer - Environmental  
Civil Engineer - Plan Check  
Civil Engineer (Entry)  
Civil Engineer (Senior)  
Civil Engineer-Environ (Entry)  
Code Compliance Officer  
Code Compliance Officer(Entry)  
Collections Officer  
Communicable Disease Invest  
Communications Tech (Senior)  
Communications Technician I  
Communications Technician II  
Coroner Forensic Tech (Entry)  
Coroner Forensic Technician  
Criminalist (Entry)  
Criminalist (Journey)  
Criminalist (Senior)  
Dental Assistant (Reg Lead)  
Dental Assistant (Registered)  
Emergency Services Technician  
Engineering Technician  
Engineering Technician (Entry)  
Engineering Technician(Senior)  
Environmental Hlth Assistant  
Environmental Hlth Spec (Sr)  
Environmental Hlth Spec(Entry)  
Environmental Hlth Spec(Journ)  
Epidemiologist  
Epidemiologist (Sr.)  
Evidence Technician  
Fixed Assets Tech  
Geologist  
Hazardous Material Spec(Entry)  
Hazardous Material Spec(Journ)  
Hazardous Materials Spec (Sr)  
Health Assistant

Health Education Spec (Senior)  
Health Education Specialist  
Infant Nutrition Counselor  
Info Technology Analyst I  
Info Technology Analyst II  
Info Technology Analyst III  
Info Technology Analyst IV  
Info Tech Spec (Senior)  
Info Tech Spec I  
Info Tech Spec II  
Investigative Asst - Dist Atty  
Lactation Educator & Counselor  
Latent Fingerprint Examiner  
Laundry Coordinator  
Librarian  
Librarian (Entry)  
Library Associate  
Library Associate (Entry)  
Literacy Prog Asst (Senior)  
Literacy Program Assistant  
Medical Assistant  
Medical Assistant (Lead)  
Occupational Therapist  
Paralegal  
Paralegal (Senior)  
Pharmacy Specialist  
Physical Therapist  
Planner (Assistant)  
Planner (Senior)  
Planner Associate  
Planning Technician  
Process Server  
Public Defender Investigator  
Public Hlth Lab Technician  
Public Hlth Microbiol(Trainee)  
Public Hlth Microbiolgst (Ent)  
Public Hlth Microbiologist  
Public Hlth Nutritionist  
Public Hlth Nutritionst(Entry)  
Public Safety Dispatcher  
Public Safety Dispatcher (Sr)  
Public Safety Dispatcher Tech  
Public Safety Dispatchr(Entry)  
Records Coordinator  
Sheriff's Security Officer

Sheriff's Services Technician  
Veterans' Benefits Couns Trne  
Veterans' Benefits Counselor  
Veterinary Technician (Reg)  
Volunteer Coordinator

Unit #9

Accounting Clerk I  
Accounting Clerk II  
Accounting Clerk III  
Accounting Technician  
Administrative Secretary  
Courier  
Elections Technician  
Elections Technician (Lead)  
Estate Inventory Specialist  
Inventory Clerk  
Inventory Coordinator  
Legal Procedures Clerk  
Legal Procedures Clerk (Entry)  
Legal Procedures Clerk(Senior)  
Legal Secretary  
Legal Secretary (Entry)  
Legal Secretary (Senior)  
Library Aide  
Library Assistant  
Library Assistant (Senior)  
Medical Records Supervisor  
Medical Records Tech (Senior)  
Medical Records Technician  
Office Aide  
Office Assistant I  
Office Assistant II  
Office Assistant III  
Office Coordinator

**APPENDIX B. SALARY SCHEDULE**

1. The present approximate monthly pay rate for the represented classifications are:

Job Title - Unit 2	Step 1	Step 2	Step 3	Step 4	Step 5
Clinic Registered Nurse	6,015.32	6,316.08	6,631.88	6,963.48	7,311.65
Clinic Registered Nurse (Sr)	6,767.54	7,105.91	7,461.21	7,834.27	8,225.99
Emergency Medical Svcs Coord	6,515.39	6,841.16	7,183.22	7,542.38	7,919.50
Licensed Vocational Nurse	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Mental Health Nurse	7,118.80	7,474.74	7,848.48	8,240.90	8,652.94
Nurse Practition/PhysicianAsst	9,103.41	9,558.58	10,036.51	10,538.34	11,065.25
Public Hlth Nurse	7,295.62	7,660.40	8,043.42	8,445.59	8,867.87
Public Hlth Nurse (Entry)	6,006.64	6,306.97	6,622.32	6,953.44	7,301.11
Public Hlth Nurse (Senior)	8,119.23	8,525.19	8,951.45	9,399.03	9,868.98
Job Title - Unit 7	Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Accountant (Entry)	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11
Accountant (Senior)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Accountant-Auditor I	5,052.31	5,304.92	5,570.17	5,848.68	6,141.11
Accountant-Auditor II	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Accountant-Auditor III	6,515.39	6,841.16	7,183.22	7,542.38	7,919.50
Ag Bio/Wts & Meas Insp(Senior)	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Ag Biologist/Wts & Meas Ins Tr	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Ag Biologist/Wts & Meas inspec	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11
Ag/Wts & Measures Aide	2,947.46	3,094.84	3,249.57	3,412.06	3,582.66
Animal Care Outreach&Vol Coord	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Animal Care Specialist	3,528.34	3,704.76	3,889.99	4,084.50	4,288.72
Animal Care Specialist (Lead)	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Animal Control Officer	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Animal Control Officer (Sr)	4,232.78	4,444.42	4,666.64	4,899.98	5,144.97
Appraiser	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Appraiser (Entry)	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Appraiser (Senior)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Auditor-Appraiser	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Auditor-Appraiser (Entry)	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11

Behavioral Hlth Peer Suppt Spec	3,200.18	3,360.19	3,528.20	3,704.61	3,889.84
Job Title - Unit 7	Step 1	Step 2	Step 3	Step 4	Step 5
Building Inspector I	6,065.60	6,368.88	6,687.32	7,021.69	7,372.78
Building Inspector II	6,370.32	6,688.83	7,023.27	7,374.43	7,743.16
Building Permits Technician I	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Building Permits Technician II	5,073.90	5,327.60	5,593.98	5,873.68	6,167.36
Business Systems Analyst	7,097.45	7,452.33	7,824.94	8,216.19	8,627.00
Business Systems Analyst (Sr)	7,824.95	8,216.19	8,627.00	9,058.35	9,511.27
Buyer	5,161.91	5,420.00	5,691.00	5,975.55	6,274.33
Buyer (Senior)	6,900.73	7,245.76	7,608.05	7,988.45	8,387.88
Cadastral Mapping Tech I	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Cadastral Mapping Tech II	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Cadastral Mapping Tech III	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Capital Projects Coord(Senior)	8,169.01	8,577.46	9,006.34	9,456.65	9,929.48
Child Support Spec	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Child Support Spec (Entry)	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Child Support Spec (Senior)	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Child Support Training Spec	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Civil Engineer	8,334.98	8,751.73	9,189.31	9,648.78	10,131.22
Civil Engineer - Environmental	8,334.98	8,751.73	9,189.31	9,648.78	10,131.22
Civil Engineer - Plan Check	8,334.98	8,751.73	9,189.31	9,648.78	10,131.22
Civil Engineer (Entry)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Civil Engineer (Senior)	9,312.68	9,778.32	10,267.23	10,780.59	11,319.62
Civil Engineer-Environ (Entry)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Code Compliance Officer	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11
Code Compliance Officer(Entry)	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Collections Officer	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Communicable Disease Invest	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11
Communications Tech (Senior)	6,323.81	6,640.00	6,972.00	7,320.60	7,686.63
Communications Technician I	4,718.92	4,954.87	5,202.61	5,462.74	5,735.88
Communications Technician II	5,462.74	5,735.88	6,022.68	6,323.81	6,640.00
Coroner Forensic Tech (Entry)	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Coroner Forensic Technician	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Criminalist (Entry)	5,710.84	5,996.39	6,296.20	6,611.01	6,941.57
Criminalist (Journey)	7,138.55	7,495.48	7,870.26	8,263.77	8,676.96
Criminalist (Senior)	7,852.91	8,245.56	8,657.83	9,090.73	9,545.26
Dental Assistant (Reg Lead)	3,917.31	4,123.52	4,340.53	4,569.03	4,809.44

Job Title - Unit 7	Step 1	Step 2	Step 3	Step 4	Step 5
Dental Assistant (Registered)	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Emergency Services Technician	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Engineering Technician	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Engineering Technician (Entry)	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Engineering Technician(Senior)	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Environmental Hlth Assistant	3,528.34	3,704.76	3,889.99	4,084.50	4,288.72
Environmental Hlth Spec (Sr)	6,570.13	6,898.64	7,243.57	7,605.75	7,986.04
Environmental Hlth Spec(Entry)	5,162.67	5,420.80	5,691.84	5,976.43	6,275.25
Environmental Hlth Spec(Journ)	5,978.47	6,277.40	6,591.27	6,920.83	7,266.87
Epidemiologist	6,515.39	6,841.16	7,183.22	7,542.38	7,919.50
Epidemiologist (Senior)	6,841.17	7,183.22	7,542.39	7,919.51	8,315.48
Evidence Technician	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Fixed Assets Tech	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Geologist	6,863.46	7,206.63	7,566.96	7,945.31	8,342.57
Hazardous Material Spec(Entry)	5,162.66	5,420.80	5,691.84	5,976.43	6,275.25
Hazardous Material Spec(Journ)	5,978.47	6,277.40	6,591.27	6,920.83	7,266.87
Hazardous Materials Spec (Sr)	6,570.13	6,898.64	7,243.57	7,605.75	7,986.04
Health Assistant	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Health Education.Spec (Senior)	6,080.75	6,384.79	6,704.03	7,039.23	7,391.20
Health Education Specialist	5,331.49	5,598.07	5,877.97	6,171.87	6,480.46
Infant Nutrition Counselor	2,880.35	3,024.37	3,175.59	3,334.36	3,501.08
Info Technology Analyst I	5,296.23	5,561.04	5,839.09	6,131.05	6,437.60
Info Technology Analyst II	6,131.04	6,437.59	6,759.47	7,097.45	7,452.32
Info Technology Analyst III	7,097.45	7,452.33	7,824.94	8,216.19	8,627.00
Info Technology Analyst IV	7,824.95	8,216.19	8,627.00	9,058.35	9,511.27
Info Tech Spec (Senior)	5,974.15	6,272.86	6,586.50	6,915.83	7,261.62
Info Tech Spec I	4,680.91	4,914.95	5,160.70	5,418.73	5,689.67
Info Tech Spec II	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Investigative Asst - Dist Atty	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Lactation Educator & Counselor	6,015.31	6,316.08	6,631.88	6,963.48	7,311.65
Latent Fingerprint Examiner	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Laundry Coordinator	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Librarian	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Librarian (Entry)	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Library Associate	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Library Associate (Entry)	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39

Job Title - Unit 7	Step 1	Step 2	Step 3	Step 4	Step 5
Literacy Prog Asst (Senior)	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Literacy Program Assistant	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Medical Assistant	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Medical Assistant (Lead)	3,949.44	4,146.91	4,354.25	4,571.96	4,800.56
Occupational Therapist	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Paralegal	4,339.98	4,568.48	4,808.89	5,062.02	5,328.44
Paralegal (Senior)	4,481.01	4,716.85	4,965.00	5,226.44	5,594.87
Pharmacy Specialist	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Physical Therapist	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Planner (Assistant)	4,736.39	4,973.21	5,221.87	5,482.97	5,757.11
Planner (Senior)	7,215.67	7,576.46	7,955.28	8,353.05	8,770.70
Planner Associate	6,068.97	6,372.42	6,691.04	7,025.60	7,376.88
Planning Technician	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Process Server	3,368.93	3,537.38	3,714.25	3,899.96	4,094.96
Public Defender Investigator	6,251.06	6,563.61	6,891.79	7,236.38	7,598.20
Public Hlth Lab Technician	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Public Hlth Microbiol(Trainee)	4,062.76	4,265.90	4,479.20	4,703.16	4,938.31
Public Hlth Microbiolgst (Ent)	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Public Hlth Microbiologist	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Public Hlth Nutritionist	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Public Hlth Nutritionst(Entry)	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Public Safety Dispatcher	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Public Safety Dispatcher (Sr)	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Public Safety Dispatcher Tech	5,689.68	5,974.16	6,272.87	6,586.51	6,915.83
Public Safety Dispatchr(Entry)	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Records Coordinator	4,989.00	5,238.45	5,500.37	5,775.39	6,064.16
Sheriff's Security Officer	3,806.97	3,997.32	4,197.18	4,407.04	4,627.39
Sheriff's Services Technician	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Veterans' Benefits Couns Trne	3,528.34	3,704.76	3,889.99	4,084.50	4,288.72
Veterans' Benefits Counselor	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Veterinary Technician (Reg)	4,085.30	4,289.57	4,504.04	4,729.24	4,965.71
Volunteer Coordinator	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Job Title - Unit 9	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Clerk I	3,550.96	3,737.80	3,934.61	4,141.65	4,359.64
Accounting Clerk II	3,917.31	4,123.52	4,340.53	4,569.03	4,809.44

Job Title - Unit 9	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Clerk III	4,103.24	4,319.31	4,546.56	4,785.86	5,037.75
Accounting Technician	4,298.19	4,524.43	4,762.58	5,013.33	5,277.11
Administrative Secretary	4,339.98	4,568.48	4,808.89	5,062.02	5,328.44
Courier	2,874.59	3,025.86	3,185.16	3,352.77	3,529.23
Elections Technician	3,550.96	3,737.80	3,934.61	4,141.65	4,359.64
Elections Technician (Lead)	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Estate Inventory Specialist	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Inventory Clerk	3,550.96	3,737.80	3,934.61	4,141.65	4,359.64
Inventory Coordinator	4,058.20	4,271.89	4,496.65	4,733.32	4,982.44
Legal Procedures Clerk	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Legal Procedures Clerk (Entry)	3,325.50	3,500.58	3,684.79	3,878.69	4,082.83
Legal Procedures Clerk(Senior)	3,917.31	4,123.52	4,340.54	4,569.04	4,868.26
Legal Secretary	4,058.20	4,271.89	4,496.65	4,733.32	5,049.91
Legal Secretary (Entry)	3,917.31	4,123.52	4,340.53	4,569.03	4,809.44
Legal Secretary (Senior)	4,199.09	4,420.12	4,652.77	4,897.74	5,302.41
Library Aide	2,874.59	3,025.86	3,185.16	3,352.77	3,529.23
Library Assistant	3,325.50	3,500.58	3,684.79	3,878.69	4,082.83
Library Assistant (Senior)	3,917.31	4,123.52	4,340.53	4,569.03	4,809.44
Medical Records Supervisor	4,621.91	4,865.07	5,121.26	5,390.72	5,674.45
Medical Records Tech (Senior)	4,199.09	4,420.12	4,652.77	4,897.74	5,155.44
Medical Records Technician	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Office Aide			2,935.35	3,089.81	3,252.42
Office Assistant I	3,325.50	3,500.58	3,684.79	3,878.69	4,082.83
Office Assistant II	3,776.41	3,975.16	4,184.42	4,404.62	4,636.44
Office Assistant III	4,199.09	4,420.12	4,652.77	4,897.74	5,155.44
Office Coordinator	4,481.01	4,716.85	4,965.00	5,226.44	5,501.44

2. Effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect. Effective concurrent with the wage increase described in this paragraph, employees in the classification of Sheriff's Security Officer shall receive a wage increase of two percent (2%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 3% + 2% = 5%).
3. Effective the beginning of twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.

4. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.
5. Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

**APPENDIX C.**

NOT IN USE

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APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION

**Agreement between the County of Solano and SEIU, Local #1021  
Regarding CalPERS 2.7% @ 55**

PERS retirement enhancement – provide for the 2.7% @ 55 formula effective as soon as practicable following ratification of this contract extension. Therefore, the cost of this benefit as established by PERS (\$75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

1. Amount due to the County each year = Total cost divided by 20 years.
2. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the prior year.
3. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
4. The percentage amount deducted from each employee = Divide the average pay back per
5. Employee per pay period by the average per pay period of PERS Reportable salary.
6. The percentage amount deducted from each employee shall be no more than 3% cap.
7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
8. The amount due from each employee will be the first pay period in November.
9. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.
10. The County agrees to pay the additional 1.0% employee contribution required by PERS as a result of the 2.7% @ 55 plan amendment. This provision sunset on January 8, 2012.

**APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued**

Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.

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

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

**APPENDIX E. IMPACT OF FURLOUGHS**

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

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

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

**APPENDIX F. UNIT #2 REGISTERED NURSES**

**A. PROFESSIONAL PERFORMANCE COMMITTEE**

**1. Composition:**

There shall be a Professional Performance Committee composed of five (5) employees in the Health and Social Services Department whose classifications shall be determined through recommendations made by the Joint Labor Management Committee.

The Committee shall consist of employees elected by their respective professional nursing staff.

**2. Meetings and Minutes:**

The Professional Performance Committee shall schedule regular meetings. The County will provide release time for the meetings. The Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Health Services Director.

**3. Purpose**

The Professional Performance Committee shall act as an advisory body to nursing service and administration. The Committee and the County will duly consider recommendations made by the other and respond in writing within thirty (30) days. The Committee may request meetings with the head of any division within the Health and Welfare Department for the purpose of obtaining information on direct nursing functions.

**4. Objectives:**

The objectives of the Professional Performance Committee shall be:

- a. To concern itself with the standards for professional practice of Nurses
- b. To work constructively for the improvement of patient care and nursing practice
- c. To recommend ways and means to improve patient care

**B. CURRENT PUBLICATIONS**

The County agrees to provide current publications dealing with the area of Nursing and Public Health as recommended by the Joint Labor Management Committee including the provisions of a suitable location within the Health and Social Services Department for review and study of such material.

**C. NOTIFICATION OF VACANCIES**

The County agrees the Health Services Director will continue to provide notification of Health and Social Services Department Nursing vacancies to each Health Department Office location. When a full-time bargaining unit position is newly created or vacant, and authorized for filling, the Health Services Director agrees to consider current employees who are extra-help or part-time regular, who have expressed a specific interest in the vacancy. As appropriate under the Civil Service Rules, extra-help employees may be converted to regular positions.

**D. REQUIRED ATTENDANCE AT EDUCATIONAL PROGRAMS**

- a. The County agrees to pay for the reasonable expenses incurred by Registered Nurses while attending classes at which attendance is required by the Health Services Director.

**E. GRANT REQUESTS**

- b. The County agrees to include funding, where possible, in all grant request proposals for educational programs directly related to the grant.

**F. BOARD OF REGISTERED NURSING PROVIDER NUMBER**

The County agrees to continue the certificate from the State of California Board of Registered Nurses and the Physician Assistant Board for authorization for the County to prepare and present Continuing Education Programs, which will provide those Nurses and Nurse Practitioners/Physician Assistants participating in such programs valid credits toward the requirements of re-licensure.

**G. STAFF DEVELOPMENT PROGRAM**

- a. The County agrees to distribute copies of the Staff Development Program to all incumbent nurses and to provide copies to newly hired nurses when the new hires begin work.

**H. SALARY UPON PROMOTION**

- b. Any permanent or probationary Nurse who is promoted to a position in another class covered by this agreement, with a higher salary grade, shall receive the recruiting salary for the class or such higher amount as would constitute at least an (1) step increase on the grade in the original class, but not more than the top step of the new grade. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by Section 5.4., "Merit Increases Within Grade" of this MOU.

**I. WORK HOURS – Correctional Care Nurse**

- c. It is understood that the work day of the Correctional Care Nurse may follow the provisions of Division II, Section 4 of the Personnel and Salary resolution.

**J. EVENING CLINICS**

- d. If the evening clinic is beyond the 8 hour work day, the Nurse will receive a minimum of four (4) hours of compensatory time off at straight time, in lieu of any other compensation.

**K. HOLIDAY/WEEKEND WORK – Public Health Nurse**

- e. The County agrees to provide a minimum of four (4) hours compensatory time off at straight time or the appropriate overtime rate where applicable, for a regular Public Health Nurse who is required or is called back to work a holiday or weekend day.

Regular Public Health Nurses who are assigned to make phone calls from home on Saturdays and/or Sundays to arrange for patient care, will be provided a minimum of two (2) hours

compensatory time off at straight time, or the appropriate overtime rate where applicable, for each Saturday or Sunday so assigned. However, when such Public Health Nurse is also called back to work on the same day on which assigned to phone duty, the Public Health Nurse will be provided the minimum four (4) compensatory time off only.

It is understood and agreed that this article is limited to regular Public Health Nurses.

**L. CONTINUING EDUCATION DAYS**

- a. With the approval of the Health Services Administrator, or other appropriate departmental authority, a regular full-time nurse or Nurse Practitioner/Physician Assistant may be granted to the required number of hours (no less than 30 hours per year pro-rated for regular part-time nurses) to attend continuing education courses which meet the requirements of the respective Licensing Board's Continuing Education Regulations. The continuing education hours granted will be for class hours and travel time only. Nurses or Nurse Practitioner/Physicians Assistants will receive mileage reimbursement if they will have to drive to a location to attend a class or seminar and reimbursement for all fees for taking the class or seminar. Any other expenses will be the responsibility of the nurse or Nurse Practitioner/Physician Assistant. Continuing education courses taken during non-work hours (i.e., evening and weekends) shall be compensated as CTO toward the required number of hours as stated above. (Travel time included.)
- b. After completion, the nurse or Nurse Practitioner/Physician Assistant will submit a report on the course to the nurse's supervisor in the format approved by the Health Services Administrator.
- c. Requests for continuing education time must be made at least two weeks in advance of the course on forms approved by the Health Services Administrator; and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.
- d. The required continuing education hours are not cumulative, and if they are not taken within the fiscal year, they are not carried over to the next fiscal year.

**M. LICENSING AND CERTIFICATION FUND**

The County shall maintain a Licensing and Certification Fund, for the benefit of regular full-time and regular part-time nurses and Nurse Practitioners/Physician Assistants who work half time (.5) or more in an allocated position, for payment of professional license fees. Any qualified nurse who avails him or herself of the County's licensing and certification Fund and who voluntarily leaves the County's service during the fiscal year in which the employee drew the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

**APPENDIX G. Continuing Education Table of Job Classes**

<b>BARGAINING UNIT</b>	<b>CLASSIFICATION</b>	<b>REQUIREMENTS</b>	<b>SOURCE</b>
7	Accountant (Entry)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Accountant (Journey)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Accountant (Senior)	80 hours over 2 years if meeting Education MQs w possession of a CPA	CA Board of Accountancy
7	Auditor-Appraiser	80 hours over 2 years if meeting Education MQs w possession of a CPA; 24 additional units per year [Appraisal Certificate]	CA Board of Accountancy
7	Clinical Lab Scientist	12 hours per year	CA Department of Public Health
7	Dental Assistant (Registered)	25 hours in 2 years	Dental Board of California
7	Dental Assistant (Registered) (Lead)	25 hours in 2 years	Dental Board of California
7	Dental Hygienist (Registered)	25 hours in 24 months	Dental Board of California
2	Emergency Medical Services Coordinator	(1) Paramedic License [48 hours in 2 years] OR (2) Registered Nurse [30 hours in 2 years]	CA EMS authority/CA Board of Registered nursing
7	Environmental Health Specialist (Journey)	24 hours over 2 years	CA Department of Public Health
7	Environmental Health Specialist (Senior)	24 hours over 2 years	CA Department of Public Health
7	Hazardous Materials Specialist (Entry)	72 hours over 2 years	International Code Council/CAL OSHA/CA Code of Regulations
7	Hazardous Materials Specialist (Journey)	72 hours over 2 years	International Code Council/CAL

			OSHA/CA Code of Regulations
7	Medical Assistant	Retesting; or 60 Continuing Medical Education credits every five (5) years	California Certifying Board of Medical Assistants
7	Occupational Therapist	24 hours in 2 years	CA Board of Occupational Therapy
7	Physical Therapist	30 hours in 2 years	CA Board of Physical Therapy
7	Public Health Microbiologist	12 hours per year	CA Department of Public Health /Lab Field Services
7	Public Health Microbiologist (Entry)	12 hours per year	CA Department of Public Health/Lab Field Services
7	Public Health Nutritionist	75 hours in 5 years	Commission on Dietetic Registration
7	Veterinary Technician (Registered)	36 hours over 2 years	CA Veterinary Medical Board

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #2 7 9  
Regarding Library Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Units #2, 7, 9 hereinafter referred to as the "Union."

This side letter of agreement will apply to all divisions of the Solano County Library. The County shall comply with the branch library hours as adopted by the Solano County Board of Supervisors. The branch libraries will be open within the following parameters:

- Mondays through Thursdays – 9:00 a.m. – 9:00 p.m.
- Fridays – 9:00 a.m. – 5:00 p.m.
- Saturdays – 9:00 a.m. – 5:00 p.m.
- Sundays – 12:00 noon – 6:00 p.m.

Workweek is the County standard, begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Employees' regular work week shall be scheduled from Monday through Saturday. All hours worked on Sundays will be in addition to an employee's work schedule. Regular full-time employees will be paid overtime and regular part-time employees will be paid at the appropriate straight time rate on Sundays within the requirements of the Fair Labor Standards Act and the applicable provisions of the appropriate memorandum of understanding.

Full-time staff in the public service and automation divisions shall be scheduled in the following manner:

- Staff will work alternate monthly schedules. For one month at a time, a portion of the staff will work Monday through Friday and a portion of the staff will work Tuesday through Saturday. On the first Monday of each month, the staff will switch schedules so that those staff who were working Monday through Friday the previous month will work Tuesday through Saturday the following month and vice versa. In some divisions (e.g., branch) some employees may work two Monday through Friday schedules in a row and rotate into a Tuesday through Saturday schedule on the third month. For the months of December and January, staff will work the same schedule for those months in order to switch monthly schedules every year so holidays can be equitably distributed.
- Each employee's monthly work schedule will be determined before Sunday schedules are created to give staff an opportunity to plan the Sundays for which they would like to sign up.
- Because these alternate monthly work schedules are being developed in an attempt to provide staff with two days off in a row, there may be some days, such as Mondays, during which staff may work non-traditional business hours (e.g., 10:00 a.m. – 7:00 p.m.) in order to provide adequate desk coverage.
- When staff is working a Tuesday through Saturday schedule they may be required to work two (2) split weekends within each eight week period.

- When a holiday falls on an employee's regular day off, the employee will be given 8 hours of holiday compensatory time off (CTO) in accordance with the Memorandum of Understanding (MOU). Use of CTO will follow guidelines set forth in the MOU.
- Part-time staff will work an equal number of Saturdays and Sundays as the full-time staff.
- These are the parameters within which the divisions will operate but there may be variations from division to division based on the needs of the Library.

The following designated holiday hours will apply to all library divisions:

- Easter Sunday – always closed.
- When Christmas, New Year's or July 4<sup>th</sup> fall on Saturday, Sunday or Monday – closed on Sunday.
- When Veteran's Day or Lincoln's Birthday fall on Sunday – closed on Sunday.
- When Christmas Eve and New Year's Eve fall on Monday, Tuesday, Wednesday or Thursday, the libraries will be open 10:00 a.m. – 5:00 p.m. On Thanksgiving eve, libraries will be open 10:00 a.m. – 5:00 p.m.
- When Lincoln's Birthday, July 4<sup>th</sup>, Veteran's Day, Christmas and New Year's days fall on Saturday – closed on Saturday.

Sunday hours will be staffed in the following manner:

- Adequate staff to meet the needs of the community will be assigned. The Library shall attempt to staff all libraries with one-half (1/2) regular staff and one-half (1/2) extra help. At least one regular employee from the branch will be assigned. No section will be staffed by a Departmental Aide alone.
- Extra-help employees will be recruited and assigned to work Sunday hours on a regular basis.
- A sign-up for Sunday hours will be circulated every four (4) months for employees to volunteer for specific Sunday hours. Employees will indicate branch preferences and may sign up to work at other than their regularly assigned branch with appropriate training and supervisory approval.
- Any Sunday staff hours that have not been either assigned to extra-help employees or voluntarily assigned will be assigned on a mandatory basis. The criteria for assigning mandatory Sunday hours are: operation needs of the Library, indicated employee preferences and employee experience in the class. The Director or his/her designee shall make all assignments and her/his decision shall be final and not subject to further appeal or the grievance procedure.
- Mandatory Sunday hours will be equitably distributed for all appropriate classes of Library staff within each cluster group of branch libraries over each year of operation.

- After the posting of the next four (4) months Sunday schedule, employees may trade Sunday assignments with supervisory approval.
- Requests for religious exemptions from/accommodations for Sunday work will be considered within the guidelines provided by County Counsel in accordance with applicable laws.
- Building supervision will follow branch lines of authority.

Employees will not be scheduled for split shifts except at the affected employee's request or as arranged with the employee. The Library will make every effort when operationally feasible to accommodate employee preference on days off.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

8/8/2019  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #7 Regulatory, Technical, and General Services  
Regarding Administrative Leave Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Unit #7, hereinafter referred to as the "Union."

Pursuant to the letter dated November 12, 1997 between Yolanda Irigon, Solano County's former Human Resources Director, and Art Gruble, then Executive Director of SAGE/SEIU Local 1280, the parties agree that employees in the classifications of Business Systems Analyst, Geographic Information Systems Coordinator, and Senior Systems Analyst and Systems Analyst, assigned to Unit #7, shall receive 80 hours of Administrative Leave beginning July 1, 2008.

This is in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro rata basis, proportional to the number of authorized hours employed.

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

No eligible employee shall carry over Administrative Leave from one fiscal year to another.

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

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

No eligible employee shall carry over Administrative Leave from one fiscal year to another. Any eligible employee who separates from County employment shall not receive any compensation for any unused Administrative leave.

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

Employees who promote into a covered classification and have accumulated compensatory time off are paid off for all accrued CTO hours.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

*Del Mallory*  
\_\_\_\_\_  
Del Mallory  
Area Director

*8/8/2019*  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #8 General Services Supervisors  
Regarding Appendix B Salary Schedule

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees Internal Union, Local 1021("SEIU), which represents the County's bargaining unit 7 – Regulatory, Technical and General Services, collectively "the parties."

The current collective bargaining agreement between the parties expires on November 4, 2019. The parties expressly desire for this Amendment to continue beyond the expiration of the current collective bargaining agreement.

Appendix B, Salary Schedule, of the current collective bargaining agreement is amended by adding the following after paragraph 2:

*For Agricultural Biologist/Weights & Measures Inspector (Trainee)*

- Effective July 14, 2019, increase the pay from \$4,965.71 to \$5,367.93 (approx. 8.1% increase).
- Effective July 12, 2020, increase the pay from \$5,367.93 to \$5,802.74 (approx. 8.1% increase).
- Effective July 11, 2021, increase the pay from \$5,802.74 to \$6,275.25 (approx. 8.14% increase).
- The corresponding lower salary steps of 1 through 4 are five percent (5%) less than the next higher salary step.
- In addition to the above, should Environmental Health Specialist (Entry) receive a wage increase, then the Agricultural Biologist/Weights & Measures Inspector (Trainee) also would receive the same wage increase.
- In no instance shall the wage of Agricultural Biologist/Weights & Measures Inspector (Trainee) exceed the wage of Environmental Health Specialist (Entry).

*For Agricultural Biologist/Weights & Measures Inspector*

- Effective July 14, 2019, increase the pay from \$5,757.11 to \$6,217.68 (approx. 8.0% increase).
- Effective July 12, 2020, increase the pay from \$6,217.68 to \$6,721.34 (approx. 8.1% increase).
- Effective July 11, 2021, increase the pay from \$6,721.34 to \$7,266.87 (approx. 8.12% increase).
- The corresponding lower salary steps of 1 through 4 are five percent (5%) less than the next higher salary step.
- In addition to the above, should Environmental Health Specialist (Journey) receive a wage increase, then the Agricultural Biologist/Weights & Measures Inspector also would receive the same wage increase.
- In no instance shall the wage of Agricultural Biologist/Weights & Measures Inspector exceed the wage of Environmental Health Specialist (Journey).

*For Agricultural Biologist/Weights & Measures Inspector (Senior)*

- Effective July 14, 2019, increase the pay from \$6,586.50 to \$7,021.21 (approx. 6.6%

- increase).
- Effective July 12, 2020, increase the pay from \$7,021.21 to \$7,484.61 (approx. 6.6% increase).
- Effective July 11, 2021, increase the pay from \$7,484.61 to \$7,986.04 (approx. 6.7% increase).
- The corresponding lower salary steps of 1 through 4 are five percent (5%) less than the next higher salary step.
  
- In addition to the above, should Environmental Health Specialist (Senior) receive a wage increase, then the Agricultural Biologist/Weights & Measures Inspector (Senior) also would receive the same wage increase.
- In no instance shall the wage of Agricultural Biologist/Weights & Measures Inspector exceed the wage of Environmental Health Specialist (Senior).

The parties recognize and agree that, absent a specific amendment in a future collective bargaining agreement, the above wage increases shall remain enforceable beyond the expiration date of the current collective bargaining agreement.

The parties agree that the above wage increases mean that should the next (or future) collective bargaining agreement result in a wage increase for classifications represented by Unit 7, then the above Agricultural Biologist/Weights & Measures classifications would receive the exact same increase as received by the relevant Environmental Health classification. Rather, those classifications would receive the same wage increase as provided to the Environmental Health Specialist specific classification during Fiscal Years 2019/2020, 2020/2021 and 2021/2022:

- Agricultural Biologist/Weights & Measures Inspector (Trainee) to receive the same wage increase percentage as Environmental Health Specialist (Entry)
- Agricultural Biologist/Weights & Measures Inspector to receive the same wage increase percentage as Environmental Health Specialist (Journey)
- Agricultural Biologist/Weights & Measures Inspector (Senior) to receive the same wage increase percentage as Environmental Health Specialist (Senior)

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

8/8/2019  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT**  
To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #2 Nurses  
Regarding CMPS

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union, Local 1021 ("SEIU"), which represents the County's bargaining Unit 2 – Nurses, collectively "the parties."

This Side Letter Agreement is effective March 31, 2019.

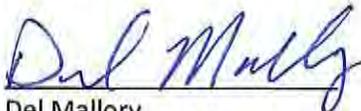
The parties agree that the County, within its sole discretion, may participate in the student loan repayment program offered by the County Medical Services Program ("CMSP") under the program requirements, limitations, eligibility and other rules and/or restrictions as may be dictated by CMPS.

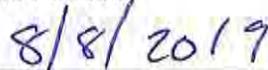
For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #2 7 9  
Regarding Lump Sum Payment for Early Settlement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Unit 2 – Nurses, Unit 7 – Regulatory, Technical and General Service and Unit 9 – Clerical. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of December 29, 2019 shall receive the following lump sum payment included with the January 17, 2020 paycheck:

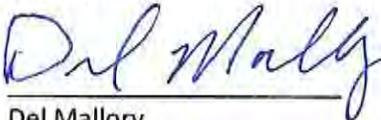
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 24, 2019, then employees shall receive a lump sum payment of nine hundred dollars (\$900)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 24, 2019, but on or before October 8, 2019, then employees shall receive a lump sum payment of six hundred dollars (\$600)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 8, 2019, but on or before October 22, 2019, then employees shall receive a lump sum payment of three hundred dollars (\$300)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 22, 2019 then there shall be no supplemental payment to employees under this Side Letter Agreement
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on his/her full-time equivalence.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

8/8/2019  
\_\_\_\_\_  
Date

**Amendment to the Memorandum of Understanding between  
The County of Solano and the Service Employees International Union Local 1021**

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union Local 1021 which represents Units 2, 7, 9, 5, and 8. The following language will be added to the Memorandum of Understanding in **Section 2 Term** for the following collective bargaining agreements:

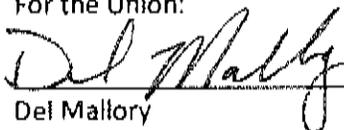
<u>Bargaining Unit(s)</u>	<u>Term</u>
Units 2, 7, 9	November 5, 2019 – October 21, 2022
Unit 5	November 5, 2019 – October 21, 2022
Unit 8	November 5, 2019 – October 21, 2022

"This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 21, 2022 or prior to May 25 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."

For the County:

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

For the Union:

 8/8/2019  
Del Mallory  
Area Director

# **MEMORANDUM OF UNDERSTANDING**

**Service Employees International Union**

SEIU, Local #1021

and

**County of Solano**

November 5, 2019– October 21, 2022

**Unit #5 -Health and Welfare Service Employees**

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**MEMORANDUM OF UNDERSTANDING  
November 5, 2017 – November 4, 2019**

**PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SOLANO, hereinafter referred to as the County, and SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, LOCAL 1021, CtW, CLC, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of and 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC, 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County's Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

**1. RECOGNITION**

**1.1 Union Recognition**

The County recognizes the Union as the recognized employee organization for:

**Unit #5, Health and Welfare Service Employees**

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

**1.2 County Recognition**

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

**2. TERM**

This Memorandum of Understanding shall be in effect the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, 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 October 21, 2022.

### 3. UNION SECURITY AND UNION RIGHTS

#### 3.1 Union Dues

- A. Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:
  - 1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
  - 2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).
- B. The County shall promptly, and no later than thirty (30) days, pay over to the Union all sums so deducted. It shall be the sole responsibility of the Union to procure and enforce employees' authorization for payroll deductions of dues.
- C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off 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 Union dues and service fees.
- D. The County will not deduct any Union fines or penalties from the pay of any employee.
- E. The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Union Political Action Committee (PAC).
- F. **Programming Fee** – The union shall reimburse the County for actual, reasonable and necessary costs of reprogramming in order to implement this agreement. Such costs shall not exceed the Union's share of such costs to be determined by dividing the total number of each Union'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.

- G. **Indemnification** – Union shall, at its sole expense, defend, indemnify, and hold harmless the County, its officers, employees, representatives, and agents from any and all claims, liabilities, actions, lawsuits, damages, or expenses arising out of the inclusion of the provisions of Section 3 of this agreement of the administration or enforcement thereof. Union's obligation under this paragraph includes, but is not limited to, the employment and payment of qualified legal counsel to represent the exclusive interest of the County and such of its officers, employees, representatives and agents as may be necessary upon demand of any of same. Failure of Union to comply with the provision of this paragraph after reasonable notice by County shall entitle County, at its option, and without further notice to the Union, to rescind the Agency Shop provisions of this agreement for the unexpired term of any collective bargaining agreement.

### 3.2 Union Rights

A. Chapter President

The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU Local 1021 as the official SEIU Local 1021 Solano County President, Hereinafter referred to as the "President." The County will allow the President, or when the President is unable to attend, the Vice-President, up to sixteen (16) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from his or her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expense incurred by the President or Vice President shall be borne by the Union.

Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President 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 Union's elected President may be provided County time off with pay to attend trainings which would, in the judgment of the Human Resources Director (or his/her designee from within Human Resources), be mutually beneficial to the County and the Union. This may include providing up to eight (8) hours of paid release time for a newly appointed President in their first year in office, and up to four (4) hours per year, in years thereafter, for training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or his/her designee, an outline of training topics and the schedule of training dates.

B. Stewards

1. The County agrees to recognize up to fifteen (15) employees appointed and formally designated in writing to the Director of Human Resources and applicable department head by the Union, as official Stewards. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee, to investigate and/or present a grievance, provided the release time is scheduled for reasonable times agreeable to all parties. The Steward shall obtain permission from his or her immediate supervisor prior to leaving work.

The Union is free to appoint whomever they deem appropriate, with consideration given to geographic location, provided the Director of Human Resources and appropriate department head are given at least one week's advanced written notice of all appointments and changes. The Union agrees to provide comprehensive training on other than County time for Stewards, prior to their appointment, in the techniques and art of good employer-employee relations and in all aspects of the rules and other terms and conditions of County employment.

Reasonable adjustment shall be made to the steward's workload to accommodate the release time provided for Union business.

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

2. Any expense incurred by a steward shall be borne by the Union. It is understood that the primary role of the Steward is to investigate and resolve grievances initiated by employees in their respective Representation Unit at the initial and informal stages and not to conduct general union business or to solicit membership in the Union. Because of the nature of the office, it shall be the special responsibility of each official Steward to promote and maintain good morale and employer-employee relations and to conform to all rules of conduct and standards of performance established by law, regulation, County or departmental policy or this Memorandum of Understanding. Stewards shall not participate during the employee-immediate supervisor informal discussion stage of the Grievance Procedure.
3. The County shall provide up to eight (8) hours paid release time per year for newly appointed stewards and up to four (4) hours paid release time for all other stewards for the purpose of Union training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or his/her designee, an outline of training topics and the schedule of training dates.
4. An employee has the right to Union representation in meetings with a supervisor or administrator, if the meetings are investigations or discussions, which could lead to disciplinary action against the employee.
5. The County shall mail to the Union one (1) copy of each change or update to the County Personnel and Salary Resolution, Civil Service Rules or Employer-Employee Relations Rules and Regulations. These changes or updates may be reproduced by the Union and distributed to Stewards at the discretion of the Union.

C. Use of County Facilities

The County agrees to grant the free use of County conference and meeting rooms to the Union, as provided by Section 10 (c) and (e) of the Solano County Employer-Employee Relations Rules and Regulations, provided such use is authorized by the County Administrator or his/her designees.

D. Bulletin Boards

The County agrees to make bulletin board space available to the Union in accordance with the provision of Section 10 (d) of the Solano County Employer-Employee Relations Rules and Regulations.

E. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

F. Payroll Deductions and Pay Over The County shall deduct Union dues and premiums for approved insurance programs 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 shall provide a list of employees newly hired and all recently separated employees covered by this Memorandum of Understanding to the Union on at least a monthly basis.

a. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:

1. Full name (last, first and middle name or initial)
2. Employee I.D. number
3. Bargaining unit
4. Department
5. Job Title
6. Work location
7. Appointment type (regular or limited term, full-time, part-time, extra help)
8. Hire date
9. Job class entry date
10. Salary schedule step
11. Hourly rate
12. Health plan selected
13. Home address
14. Phone numbers (work numbers, home number, and personal cell number)
15. Email addresses (County and personal)

b. Commencing on November 5, 2017, the information described in section 3.2.F.1.a shall be provided to the Union for every bargaining unit member, and

following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

G. Union Release Time

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

H. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

I. 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 provisions to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of the same within this Memorandum of Understanding shall also not require an election for the application of this to such units.

J. Human Resources New Employee Orientation

1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.
2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.
3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.
5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no

- later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.
6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.
  7. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. - 9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.
  8. If the Union representative(s) is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
  9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
  10. The County will not observe or disturb the Union presentation.
  11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
  12. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.
  13. The County will provide the Union with information pursuant to AB 119 and MOU section 3.2.F.

#### **4. COUNTY MANAGEMENT RIGHTS**

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

**5. SALARIES**

**5.1 Salary Range and Pay Date**

Salary ranges for classifications represented by the Union are listed in Appendix A of this agreement. Employees and officers 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 issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

**5.3 Salary Upon Reemployment**

- A. A former employee, off probation at the time of separation, who is reemployed in a represented position in the County, in the same class or in a lower class in the same series, within two (2) years, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources, be appointed at any step within the salary range. Subsequent merit increases shall follow the normal time period progression between steps.
- B. A represented employee who voluntarily separates and:
  - 1. is subsequently reemployed in the same department in a represented position;
  - 2. begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the County;
  - 3. completes a new probationary period; and
  - 4. either did not withdraw from PERS or "bought-back" his/her County PERS service credits, shall, upon approval by the Director of Human Resources (or his/her designee from within the Human Resources Department), 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 on any benefit other than vacation and longevity eligibility.

**5.4 Merit Increases within Range**

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
- B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

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

If an employee begins his/her employment on the first working day of a pay period, it shall be considered for purpose 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, his/her 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 or workers' compensation leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to one full pay period for every full or partial pay period the employee was on the leave-of-absence without pay.

- C. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she shall be granted merit increases in the same proportion as his/her hours of work relate to the hours of work of a regular full-time position.
- D. 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 effective on the scheduled date.
- E. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. A merit increase may be deferred only once for any given step on the range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head or designee. At the end of the deferral period, the employee must be re-evaluated and a decision must be made to grant or deny the merit increase. The employee's merit increase eligibility date shall not be changed by such deferment.
- F. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle twenty-six (26) pay periods from the most recent evaluation due date. 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 should have received dating from his/her merit increase eligibility date.

- G. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary he/she should have received dating from his/her 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 range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new classification. 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 range 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 or when the top steps of the classes are the same, the salary and merit increase eligibility date shall not change.

#### 5.7 Salary Upon Demotion

- A. When a regular employee is demoted for reasons of unsatisfactory performance, his/her salary shall be reduced one step, or he/she shall receive the maximum salary step 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 classification 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 him/her, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding. A promotional probationary employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she would have remained in the lower class.

#### 5.8 Salary Upon Reclassification

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

- A. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of Section 5.5., Salary Upon Promotion of this MOU.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:
  - 1. If the salary of the employee is the same or less than the maximum salary of the new class, the salary and merit increase eligibility date of the employee shall not change.
  - 2. If the salary of the employee is greater than the maximum of the new salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range for the new classification, the salary of the employee shall be reduced to the maximum salary for the new class.

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

**5.9 Longevity Compensation**

- 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, employees who complete twenty-five (25) years of continuous full-time service shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 7.5%); additionally, employees who completed thirty (30) 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 10%); additionally, employees who complete thirty-five (35) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%), over the rate for the class in which employed.
- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.

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

#### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from such assignment and continuing for the duration of such assignment.
- B. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification which is:
  - 1. specifically allocated to the department, and
  - 2. will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods and
  - 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 qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources director.
- C. Such temporary assignment shall not be considered a promotion. That individual shall be placed at the step within the new salary range that is closest to, but at least 5% increase, from his/her previous salary not to exceed the top step of the new range.
- D. If the employee is eligible for a merit increase in the current class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.
- E. Positions may be filled by out-of-class assignments for no more than six months except in the case of extended leave-of-absence without pay in which case out-of-class assignment shall be limited to twelve months. Thereafter, positions shall be filled through the regular Civil Service certification process.

#### 5.11 Not in Used

#### 5.12 Changes in Salary Allocation

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

#### 5.13 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 a Union representative to any such meeting. As used in this section:

1. "Earnings" means the biweekly rate of pay including additional pays, differentials and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order or cashier's check.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  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 single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order or cashier's check.
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  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.

## F. **BENEFITS**

### 6.1 Medical Insurance

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

### 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 PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

### 6.3 Cafeteria Plan

The County has established a Cafeteria Plan in conjunction with the California Public Employees' Retirement System (CalPERS) Health Insurance Plan.

Effective January 1, 2019, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the PERS Kaiser 2019 family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2020, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2021, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2022, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

These cafeteria plan contributions made by the County as listed above include the minimum employer contribution (MEC) required by PERS. This MEC shall be adjusted in future years as required by PERS.

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

Additionally, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan, or alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, for an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County

contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan when the employee's job classification has a maximum salary as listed in the table below:

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
\$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
\$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
\$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
\$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution (\$50/\$80) shall sunset at the end of the pay period which includes the expiration of the 2019-2022 collective bargaining agreement.

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

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

#### 6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

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

The County's Delta Dental plan provides reduced co-payments for in-network PPO providers, allows up to \$1,000 of orthodontic coverage, and increase the annual allowance to \$1,250.

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

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

#### 6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan 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 offers an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

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

#### 6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

#### 6.7 Deferred Compensation

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

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

#### 6.8 Short Term Disability Insurance

If the Union establishes a group rate Short Term Disability Insurance policy for bargaining unit members during the term of this contract, the County shall administer the voluntary payroll deduction collected for this program and forward the amount collected directly to the Union for payment to the insurance carrier. The "hold harmless" provisions of Section 3, Union Security and Union Rights, will also be applied to this provision.

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

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.

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI 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 SDI 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 or CFRA 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 time from the Catastrophic Leave Bank. 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 SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, 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 Catastrophic leave hours with SDI will not accrue sick or annual leave.
- E. SDI benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible. SDI integration is not retroactive beyond one pay period.
  - 2. Employees' pay, including leave accruals and or SDI 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 SDI benefits.

#### 6.9 Long Term Disability Insurance

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

#### 6.10 Retirement

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

- B. PEPRA Tier.  
Effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula.  
For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA.  
If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 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.  
The County's contract with the Public Employees' Retirement System provides the Miscellaneous Retirement (2.7% @ age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in 6.10.F below.
- F. Pre-PEPRA Tier 2  
The County amended its contract with CalPERS to provide employees hired on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection 6.10.E above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph 6.10.E above and who are not required by law to participate in the PEPRA tier described in paragraph 6.10.C above.
- G. Employee Payment of PERS Member Contributions.
1. PEPRA Member Contributions.  
Members of the PEPRA Tier will contribute toward the PEPRA Tier an employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided by this MOU for members of the PEPRA Tier, whichever is greater. Such contribution will be made by payroll deduction.
  2. Non-PEPRA Member Contribution.

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

3. Employee Payment For Pre-PEPRA Formula Enhancement.  
In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the 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 appendix D).
4. Pre-Tax Treatment PERS Member Contributions.  
To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution 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.

The parties agree to equally share in PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction. This provision shall sunset on January 1, 2017.

6.11 Social Security and Medicare

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

6.12 Tuition Reimbursement Program

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

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.

Part-time employees who are allocated to no less than half time regular positions and who have completed the initial County probationary period and are performing satisfactorily, are eligible after 2 years of continuous employment, to participate in the tuition reimbursement program. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time, including travel time to class. 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.
5. Course work may be completed in person, online, or through correspondence.
6. 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.
7. 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.

8. 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 provide 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 education Reimbursement provision must be approved by the Department Head in advance.
9. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
10. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
11. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within ninety (90) calendar days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, required textbooks, and parking. 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 eleven hundred (\$1100.00) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - 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

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 from within the Human Resources Department).

The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources (or his/her designee from within the Human Resources Department).

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

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

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

6.13 Continuing Education Days

A. Eligible Classifications – With the authority of the department head or designee, a probationary, or regular full time Mental Health Clinician licensed by the State of California Board of Behavioral Science Examiners as either a Marriage and Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW), and Clinical Psychologists licensed by the California Board of Psychology, may be granted up to thirty-six (36) hours in a two fiscal year period (July 1-June 30) to attend continuing education courses which meet the requirements of the Boards.

Psychiatric Technicians, licensed by the California Board of Vocational Nursing and Psychiatric Technicians, may be granted up to thirty (30) hours in a two fiscal year period to attend continuing education courses which meet the requirements of the Board.

Substance Abuse Prevention Specialists, who are required to renew their certification as an Alcohol and Other Drug counselor, may be granted up to forty (40) hours in a two fiscal year period to attend qualified continuing education courses.

Clinical Services Associates and Mental Health Clinicians (Registered), who are required to possess certification as a result of their duties to perform drug and alcohol counseling, may be granted up to forty (40) hours in a two fiscal year period to attend courses which meet continuing education requirements.

- B. **Administrative Process** – The continuing education hours granted will be for class hours and travel time only. Any other expenses, will be the responsibility of the employee. Continuing education courses taken during non-work hours (i.e. evenings and weekends) shall be compensated at CTO toward the hourly maximum (travel time included).

After completion, the employee will submit a report on the course to the clinician's supervisor in the format approved by the Deputy Director of Health and Social Services, Mental Health.

Requests for continuing education time, must be made at least two weeks in advance of the course on forms approved by the Deputy Director of Health and Social Services, Mental Health, and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

The hours are not cumulative, and if they are not taken within two fiscal years, they are not carried over to the next fiscal year. If an eligible employee attends a County sponsored training that offers continuing education units (CEUs), those hours shall be counted toward the hourly maximum.

6.14 Not in Used

6.15 Not in Used

6.16 Unemployment Benefits

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

**7. SAFETY AND WORKERS' COMPENSATION**

7.1 Safety

- A. The current County Grievance Procedure allows for the processing of specific employee complaints.
- B. The County shall maintain a safe and healthy working environment for its employees.
- C. The Union may designate one (1) of the four (4) members in the Health and Social Services Department Safety Committees.
- D. Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.

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 section 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 section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled 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 I, 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 I, below.

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
- 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 Worker's Compensation for the period of time that he/she has and utilizes leave accruals to fully integrate, or for six (6) months, whichever period 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. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- G. 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.
- H. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.
- I. 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 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 benefits.

### 7.3 Temporary Modified Duty Assignments/Temporary Light Duty Assignment for Injured Employees

- A. 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:
  1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
  2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case-by-case basis.
- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

### 7.4 State Disability Insurance

- 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 premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has 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 time from the Catastrophic Leave Bank. 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 and utilizes sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating Catastrophic 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 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 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, After industrially injured employees have been considered, non-industrial disabled employees will be given consideration in accordance with the criteria listed in **Section 7**.
  2. 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.
  3. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

## **8. INCENTIVES AND DIFFERENTIALS**

### 8.1 Bilingual Pay 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 and concurrence of the Director of Human Resources (or his/her designee from within Human Resources) for unique circumstances.
  3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Sub-Section.

4. The provisions of this Sub-Section shall be limited to those employees occupying regular, probationary or limited-term full-time positions 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 Division 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 within 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. Beginning the latter of full adoption of the successor collective bargaining agreement or the pay period which contains January 1, 2016, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).
3. Such compensation shall be effective on the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

**C. Procedure for Requesting the Bilingual Differential Allowance**

1. Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources and shall include:
  - a) Name and class of each employee recommended for duties requiring bilingual skills.
  - b) A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
  - c) Location of assignment.
2. An employee may appeal the recommendation of the department head to the Director of Human Resources who shall approve or deny the request. The Director of Human Resources shall evaluate the recommendation and approve or deny the request.

**D. 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 skills or, as to the Alternative Bilingual Allowance, the position no longer requires use of bilingual skills at or above the 75% threshold.

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

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

#### 8.2 Shift Pay 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 graveyard 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 Child Welfare Services Pay Differential

Social Worker III's assigned to Child Welfare Services shall receive a 5% Assignment Pay Differential, for the duration of such assignment.

Effective the beginning of the pay period which includes January 1, 2020, Social Worker III's assigned to Child Welfare Services Emergency Response Unit will receive a 2.5% Pay Differential for each hour, or portion thereof, worked within the Child Welfare Services Emergency Response Unit.

#### 8.4 Call Back and Standby Pay Differential

A. Callback

1. Callback work occurs when an employee is called back to work outside of his/her normal work hours and/or work day, for an emergency or other unplanned and unscheduled event.

Callback work begins upon the employee's arrival to the work site or, for Social Worker III's assigned to standby duty who report back to an emergency work location from their home. Callback work begins at the time a Social Worker III leaves his/her house to attend to a call.

2. Callback work ends when the work which necessitated the callback is completed or three (3) hours after the callback period began, whichever is later.
3. If an employee receives notification cancelling the need for callback while en-route to the worksite or emergency work location, the callback period is deemed to have started and is considered to have ended two hours from when the initiating phone call was received.

**B. Standby**

**1. Standby: Child Welfare Services**

- a) In order to comply with State Department of Social Services regulations, which mandate 24-hour capability of responding to emergencies involving Child Welfare and Adult Protective Services, Social Worker III's assigned to Child Welfare and Adult Protective Services must be on standby duty.
- b) The department head agrees to first ask for volunteers from Social Worker III's in Child Welfare and Adult Protective Services when considering whom to assign to cover scheduled standby; however, the Union confirms the right and obligation of the County to assign Social Worker III's to standby duty. It is the Worker's responsibility to ensure that all the scheduled standby days are properly covered. If Workers trade standby time, it must be in the appropriate block of time indicated in Section 8.4.B.3 below, and reported to the answering service in a timely manner.
  1. Social Worker III's who volunteer for standby duty may be assigned as necessary during a six (6) consecutive month period. The County will give as much notice as possible to Workers if it is necessary to assign standby duty.

It is the responsibility of the Department to provide the means by which the Social Worker III can be contacted. Such means of communication must afford them the ability to respond to calls or to make field contacts, when necessary, within the time frame specified by the State regulations and Solano County Policy.

**2. Standby: Full Service Partnership**

- a) The department head agrees to first ask for volunteers for Mental Health Clinician (Registered), Mental Health Clinician (Licensed) and Mental Health Specialist I/II when considering standby assignments. It is the employee's responsibility to ensure that all the scheduled standby days are properly covered. If employees trade standby time, it must be the appropriate block as outlined in Section 8.4.B.3 below.

**3. Standby Schedules (Standby Duty)**

a) **Child Welfare Services**

For purposes of this section for workers assigned to Child Welfare Services, a weekday is defined as from 9:00 p.m. to 8:00 a.m. (11 hours). A Saturday is defined as 9:00 p.m. Friday to 12:00 midnight Saturday (27 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 9:00 p.m. on the evening preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (35 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

b) **Adult Protective Services**

For purposes of this section for workers assigned to Adult Protective Services, a weekday is defined as from 5:00 p.m. to 8:00 a.m. (15 hours). A Saturday is defined as 5:00 p.m. Friday to 12:00 midnight Saturday (31 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 5:00 p.m. on the evening preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (35 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

c) **Full Service Partnership**

For purposes of this section for workers assigned to Full Service Partnership, a weekday is defined as from 5:00 p.m. to 8:00 a.m. (15 hours). A Saturday is defined as 5:00 p.m. Friday to 12:00 midnight Saturday (31 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 5:00 p.m. on the evening preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (35 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

**C. Telephone Work**

1. Social Worker III's who are assigned standby duty, must handle and respond to work telephone calls. Telephone work shall begin upon the initial telephone conversation and shall end upon the conclusion of the telephone call, follow-up calls and appropriate documentation from those calls.

**D. Compensation**

1. **Callback**

- a) Employees who are called back to work shall receive compensation subject to the provisions of Section 20.2, Overtime, and Section 8.4.D.4, and shall not exceed the maximum step of the working level classification.

**2. Standby Duty**

- a) Social Worker III's working standby duty shall be compensated as follows:
  - 1. Weekday standby: \$4.00
  - 2. Saturday, Sunday and Holiday standby: \$5.00
- b) All other unit employees working standby duty shall be compensated as follows:
  - 1. Weekday standby: \$3.00
  - 2. Saturday, Sunday and Holiday standby: \$4.00

**3. Telephone Work Pay**

- a) Any Social Worker III who is on assigned Standby Duty who handles phone calls from home on Saturdays, Sundays, holidays and/or evenings shall be paid for Telephone Work at his/her straight time hourly rate for actual time spent on the telephone call with a guaranteed minimum of two (2) hours. The two (2) hours minimum for phone calls applies to all phone calls made and received during the two (2) hour period following the initial phone call. If the phone call minimum period of two (2) hours overlaps with call back time, phone call standby pay shall be deducted from the call back pay (See Non-Pyramiding Section 8.4.D.4).

**4. Non-Pyramiding**

- a) No employee shall be entitled to receive for the same period both (1) Callback Pay, Standby Pay, or Telephone Work Pay and (2) pay for their normal work hours and/or work day. Notwithstanding any other provisions of this Section, no period of compensated Callback work, Standby Pay or Telephone Work shall end later than the beginning of the employee's normal work hours and/or work day.
- b) No employee shall be entitled to receive more than one of the three types of compensation set forth in this Section 8.4.D for the same time period.
  - 1. For Social Worker III's who are assigned standby duty, the commencement of callback work ends the period of compensation under the standby pay provisions and begins the compensation under the Callback provisions.
  - 2. For Social Worker III's who are on assigned standby duty, and who have commenced a period of Telephone Pay, the Commencement of Callback work ends the period of compensation under the Telephone Pay provisions and begins the period of compensation under the Callback Pay provisions.

3. For Social Worker III's who are on assigned standby duty, the Commencement of Telephone Work ends the period of compensation under the Standby Pay provisions and begins the period of compensation under the Telephone Pay provisions.
4. For Social Worker III's who are on assigned standby duty and who have been called back to work, all calls placed or received after the Commencement of Callback work and before the End of Callback work are part of the work performed as Callback, and do not commence a new period of Telephone Work.

## 9. VACATION

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

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

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

- B. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual leave as their termination date (e.g., requesting annual leave to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, he/she may use this vacation as an extension of sick leave.
- G. Each department head shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the

department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.

- H. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- I. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.
- J. Upon the presentation of medical verification acceptable to the department head that an employee was ill or disabled during a scheduled vacation, employees may substitute sick leave for vacation for the period of illness or disability.
- K. With advance approval by the immediate supervisor, which shall not be unreasonably denied, vacation benefits may be used to attend to emergency personal business in increments of one hour or more. The employee is entitled to a reasonable expectation of privacy as to the specific nature of the emergency personal business. It is understood that the nature of the employee's personal emergency requiring personal leave may not permit more than minimal advance notice to the immediate supervisor.
- L. 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. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours.  
  
During the pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour.
- B. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty

(40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen percent (15%) of the regularly scheduled working hours for the position.

- C. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used for medical, dental or ocular appointments when absence during working hours for this purpose is authorized by the department head. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. Each department head shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician, psychiatrist, nurse practitioner, physician's assistant, dentist or chiropractor or other satisfactory evidence of illness to the appointing authority.
- D. An employee who enters the service of Solano County in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.
- E. 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. In the event a holiday or regular day off falls within the eighty (80) hours the employee is absent on account of family care, these days are included within such eighty (80) hours, but shall not be charged to sick leave.
- F. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave taken shall not be counted as time worked for purposes of overtime computation.
- G. No County employee shall be entitled to sick leave while absent from duty on account of the following cause:
  - a. Sickness or disability sustained while on leave-of-absence without pay.
  - b. 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 Workers' Compensation and Safety Act.
- H. 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, or 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 or release from County employment as a result of a regular reduction in the number of authorized regular help positions, or

to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

- Convert all to the retirement health savings account

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

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

- I. For the purposes of this Section, a member of the immediate family is construed to mean the employee's:

- grandparent
- mother or father,
- husband or wife,
- registered domestic partner
- person assuming the role of the employee's spouse,
- son or daughter,
- brother or sister
- grandchild
- mother in law or father in law of the employee,
- the minor child for whom the employee has legal custody,
- a person acting in loco parentis for the employee, or
- relatives living in the employee's home.

- J. 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/her 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.

## **11. CATASTROPHIC LEAVE BANK**

### **A. Program Design**

The County will create and maintain a Catastrophic Leave Bank to assist any employee who will exhaust all accruals due to a serious or catastrophic illness, injury, or other circumstances. This program establishes and maintains a countywide bank wherein any employee who wishes to contribute may authorize a portion of his/her accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave

be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, hours from the Catastrophic Leave Bank may be transferred to a requesting employee's Catastrophic Leave account so that employee will remain in paid benefit status, thus maintaining benefits while partially ameliorating the financial impact of the illness, injury, or other circumstance.

**B. Eligibility**

To be eligible for this benefit, the receiving employee will:

1. be a regular full time, part time or limited term employee who has passed his/her initial County probationary period;
2. exhaust all accumulated leave including, accrued vacation, compensatory time, holiday compensatory time, administrative leave, floating holiday, and sick leave (unless the leave involves the care of another or involves other circumstances and the maximum hours of family sick leave have been used);
3. be unable to return to work for at least 30 days following the initial six month period or the exhaustion of all accrued leaves (whichever is longer), and;
4. have applied and received approval for a Leave of Absence Without Pay.

**C. Operation**

1. The program will be administered under the direction of the Auditor Controller. The Auditor Controller will be responsible for receiving and recording all donations of accruals and for initiating transfer of hours from the bank to the recipient's Catastrophic Leave account. Disbursement of leave accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by SEIU, Local 1021.
2. The committee shall meet as necessary to consider all requests for donations and shall make determinations as to the appropriateness of the request. The committee shall determine the number of hours to be awarded for employees whose donations are non-specific.
3. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave hours will be at the sole discretion of the committee, based upon the merits of the request. Except for hours donated to a specific employee, the committee will limit benefits in accordance with available contributions and select from among eligible applicants, those who will receive benefits.
4. Any recipient will be limited to a total of five hundred twenty (520) hours or its equivalent per catastrophic event. However, if approved by the committee, the total leave may be extended on a case by case basis not to exceed and additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.
5. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of Catastrophic Leave hours.

6. If an employee receiving donated leave returns to work prior to fully exhausting donated hours, the unused hours will be returned to the Catastrophic Leave Bank.
7. Employees will not accrue sick or annual leave while using catastrophic leave hours.
8. Donations are irrevocable unless the donation to the eligible employee is denied. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the hours will be returned to the donating employee unless he/she elects to donate the hours to the bank.
9. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the donor's accrued vacation, compensatory time, holiday compensatory time and/or administrative leave accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
10. No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce his/her vacation balance to less than 25 hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.
11. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.
12. The County will seed the catastrophic bank with 10,000 hours of catastrophic leave for use by SEIU represented employees.
13. Each year in July, the committee will provide the Union and the Director of Human Resources with an accounting of the total hours used annually and the balance of hours left in the bank.
14. The Union shall have the right to use the County's email once each February, May, August and October of each year to conduct a donation drive and the Union shall have the right to provide the County with an email each month to be sent to all SEIU members.
15. The County will add one (1) hour for every twenty-five (25) hours of total donations.

## **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;
  - Natural, step, adopted children and grandchildren of the employee;
  - A person acting in loco parentis for the employee;
  - Natural, step adopted 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 or adoptive 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 and adopted brothers and sisters.
  - Son-in-law and daughter-in-law of the employee.
- B. For full-time employees, such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within ten (10) consecutive calendar days.) Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.
- C. An employee who has a miscarriage or who gives birth to a still born child shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable only to the employee having the miscarriage or still born child. Bereavement leave for a miscarriage or still born child shall not be applicable for any other family members identified in Section 12, paragraph A.

### **13. OTHER LEAVES**

#### **13.1 Maternity Leave**

- A. Maternity leave is defined as approved non-medical leave without pay, which is taken by a mother prior to and after the birth of her child.
- B. Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.
- C. Unpaid leave may be approved for up to thirty (30) consecutive calendar days by the department head. With a recommendation to and approval by the Director of Human Resources, such leave may be extended for up to an additional ninety (90) calendar days.

- D. Total approved paid and unpaid time away from work, prior to and after the birth of a child, shall not exceed one-hundred twenty (120) consecutive days.

### 13.2 Family and Medical Leave

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

### 13.3 Jury Duty

- 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 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 service, 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 graveyard 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

The County agrees that employees will be allowed to take up to two (2) hours every three (3) months away from work with pay to give blood. This shall not be cumulative and advance approval from the applicable department authority shall be required.

### 13.5 Time off for Examination

All persons in the classified service 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 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 to the greater of either said law/code or one hundred ninety (190) hours per fiscal year.

### 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 regular 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 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 from within Human Resources) and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her department head. The department head shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources (or his/her designee from within the Human Resources Department).
- C. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, 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 from within Human Resources) shall be promptly notified at the return of any employee from a leave of absence without pay.
- D. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence to active duty, employees in classifications that require a pre-placement physical, may be required by the 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. Employees in classifications that do not require pre-placement physical may only be required to submit a statement from a physician certifying as to the employee's physical and or mental ability to resume duties of his/her position when they return from a medical related leave of absence.
- F. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the department head may require that reasonable notice, not in excess of fifteen (15) calendar days, be given.

- G. 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.
- H. 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.
- I. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability.
  - 2. Pregnancy or the birth or adoption of a child.
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.
- J. An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 4 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 parties agree to expedite the scheduling of mediation in order to provide the employee with a timely disposition of his/her appeal.

The Director of Human Resources will render a final decision in regard to the requested leave of absence without pay within three (3) calendar days following mediation. The decision of the Human Resources Director shall be final and not subject to further appeal.

#### 14. HOLIDAYS

- A. Eligibility
  - 1. Only regular, probationary and limited-term employees shall be eligible for paid holidays.
  - 2. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
  - 3. An employee who is terminating his/her employment for reasons other than paid county retirement must 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 1<sup>st</sup>) in order to be paid for that day.
  - 4. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work scheduled.
- B. Holidays Worked

1. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek, shall be entitled to holiday compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a full paid holiday shall be entitled to eight (8) hours of compensatory time off. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule time off within the fiscal year it was earned. Holiday compensatory time off shall count as time worked for purposes of overtime.
2. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in Section 20.2.B.e of this Memorandum of Understanding.
3. 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.
4. For employees on a 4-10 or 9-80 modified workweek, if a holiday falls on the employee's regularly scheduled day off, the employee shall be entitled to eight hours of comp time off. If a holiday is celebrated on a scheduled workday, the employee is granted the day off and leave is deducted from the accrued leave balances for the hours, which that day's schedule exceeds the eight (8) hour holiday. If the employee has no comp time or vacation leave balance, the time will be recorded as leave without pay.

**C. Holidays**

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

Upon request, the County will reopen negotiations on the addition of Cesar Chavez Birthday as a fixed holiday. This reopener shall not result in an increase in the total number of holidays provided unit employees.

2. Effective January 1, 2020 the fixed paid holidays in 14.C.1 shall be amended by adding:
  - December 24th Christmas Eve Day (beginning at 1:00 p.m.)

December 31st New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

3. Other Paid Holidays Include:
  - a. 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.) The holiday may be taken any time during the period between Christmas Eve and the end of the first full pay period in January of the new year. This paid holiday will sunset effective January 11, 2020.
  - b. Effective January 1, 2019, employees represented by this collective bargaining agreement shall be entitled to one (1) paid floating holiday in each calendar year. Effective January 11, 2020, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.
  - c. Special or limited holidays appointed by the President or Governor.
  - d. Such other days in lieu of holidays as the Board of Supervisors may determine.

## 15. PROBATIONARY PERIOD

### 15.1 Probationary Period

- A. All new or re-employed employees in full time regular positions, shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13<sup>th</sup>) full pay period, with the exception of Employment Benefits Specialist (EBS)I's and Employment Resource Specialist (ERS)I's, who shall serve a probationary period of thirteen (13) full pay periods, from the start date of the training class. The Department is not allowed to hire employees in the classes of EBS I or ERS I more than two pay periods prior to the start of the training class.
- 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 (13<sup>th</sup>) pay period.

- C. All part-time employees shall serve an extended probationary period beyond thirteen (13) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- D. An employee who is permitted by the employee's department head to work beyond the end of the probationary period shall be deemed to have passed the employee's probation period.  

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. The Union shall be provided a copy of any extension by mutual agreement to a probationary period that is allowed by this provision.
- E. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- F. There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to a regular or limited-term position and before any merit increase of every twenty-six (26) pay periods after reaching the top step of the salary range of the class in which they are employed.
- G. Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or his/her designee shall provide a probationary period performance evaluation.
- H. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

#### 15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probationary period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 1.03 of the Civil Service Rules.
- B. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted or transferred shall have the right of appeal in accordance with Section IX of the Civil Service Rules.

#### **Retreat to Vacant Positions**

- A. An employee rejected during the probation period from a position to which he/she has been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is 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 regular status; (2) is promoted from one class to another, both of which are in the same department and subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration included restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
- C. If an employee cannot be restored to the former class,
  - 1. The employee may be appointed by the department head to any other vacant position in any class provided;
    - a) The position is in the current department;
    - b) The class is subject to these provisions;
    - c) The employee meets the minimum qualifications for the class;
    - d) The salary range for the class does not exceed the salary of the class held immediately prior to promotion;
    - e) The Director of Human Resources concurs with the appointment.
  - 2. The employee will serve a new probationary period.
  - 3. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

## 16. 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).

16.1 Twenty Four (24) Months Continuous Service

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

-OR-

2. An employee who has completed his/her probationary period is laid off, and subsequently reemployed in a full-time position, 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.

**17. FURLOUGHS**

17.1 Closure of County Facilities to Achieve Cost Reductions

- A. 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.
- B. 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).
- C. 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.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

- A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.3.
- B. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for

seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

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

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

- A. 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.
- B. Employees that cannot be subject to a closure or furlough as determined in Section 17.1 and 17.3 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.

### 17.4 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.

### 17.5 Furlough Day on Scheduled Day Off

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

### 17.6 Impact of Furlough on Benefits

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

### 17.7 Impact of Furlough on Holidays

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

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

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

### 17.9 Terminating Employees

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

### 17.10 Effects of Furlough

- A. Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Attachment "E" for described situations. Attachment "E" is incorporated herein as an expressed term of this article.
- B. 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.
- C. Prior to invoking the County's authority to implement a furlough, the County will notify the Union of the decision, the dates of the operations/facility closures and the required number of furlough days.
- D. Expiration of the MOU does not alter the status quo ante as it relates to this provision. This provision shall expire September 30, 2016.

## **18. DISCIPLINARY ACTION**

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

- A. **Procedure**
  - 1. The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
    - a. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).
    - b. A clear and concise statement of the reasons for the proposed action.
    - c. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative.
    - d. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective 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.

e. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SEIU Local 1021.

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

**B. Appeal Process**

Any employee may either appeal such dismissal, suspension, or demotion to the Civil Service Commission or file a grievance in accordance with Section 19 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed within ten (10) calendar days of receipt of such charges. Grievances filed in accordance with Section 19 of this Memorandum of Understanding must be filed within ten (10) calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Director of Human Resources or his/her designee within ten (10) calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under Section 19 of this Memorandum of Understanding.

Should employee elect to appeal a disciplinary matter either through arbitration or the civil service commission; they shall be barred from electing the other appeal option for a period of three (3) years for any subsequent disciplinary action.

**C. Non-Disciplinary Medical Termination**

An employee may file a grievance at Step 2 within ten (10) calendar days of the date they received a written notification of a non-disciplinary termination of their employment due to their medical condition (excluding disability retirement).

**19. GRIEVANCES**

**19.1 Grievance Definition**

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

The purpose of this procedure is:

A. To resolve grievance disputes informally at the lowest possible levels;

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

### 19.3 Grievance Steps

Grievances shall be processed in the following manner

A. **Step 1. Informal Discussion**

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

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

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

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

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

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

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

D. **Step 4. Mediation**

1. 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.

The mediation will be convened within ninety (90) working days of receipt of the timely request for mediation. The mediator shall be selected by mutual agreement from the State Conciliation Service.

2. In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this Section.

**E. 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 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 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 completion of mediation.

**19.4 Timeliness of Grievances and Responses**

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

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union, which has been certified as the recognized employee organization for such unit, and unless such dispute falls within the definition of a grievance as set forth in **Section 19.1, Grievance Definition.**

- C. Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitral and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in **Section 19.3, Paragraph (C)** above in pursuance of the provisions of **Section 19.3, Paragraph (D)** above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration pursuant to **Section 19.3 Paragraph (E)** and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

#### 19.6 Compensation Complaints

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

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

#### 19.7 County Code and Civil Service commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **paragraph (C), (D) or (E) of Section 19.3, 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 **Section (C), (D) or (E) of Section 19.3, Grievance Steps**, above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

## 20. HOURS OF WORK AND OVERTIME

### 20.1 Hours of Work

#### A. Workday

Except as may otherwise be provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all regular, 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 midpoint during the workday. The lunch period shall not be considered part of the eight (8) to (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period. The Social Services staff shall work a workday that conforms with an eighty hour pay period and, except for Social Services staff assigned to or volunteering for the late emergency response shift; differential does not apply to such a workday.

#### B. Workweek

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The work week 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 services in excess of forty (40) hours when public necessity or convenience so requires. See **Section 20.2** of this MOU for provisions concerning overtime work.

#### C. Alternative Workweek/Work Hours

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, alternative 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 alternative work schedules(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.

Alternative workweeks shall be instituted as a result of an agreement between the Union 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. In the event the department modifies an individual employee's work schedule, the Department Head will provide the employee with written notice, seven (7) calendar days in advance of the change. The written notice will include the reason for the change in schedule. If requested by the employee, the Department Head or designee will meet with the employee regarding the change.

In the event the County discontinues the 4-10 workweek, the County shall reinstate the 9-80 work schedule for those County employees previously working such a schedule. Additionally, the County and the Union will meet and confer regarding the impact of the change in their work schedule for employees who never worked the 9-80 schedule.

Alternative work schedules may provide a variety of day off options.

D. Rest Periods

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

E. Holiday Adjusted Time

A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled work day the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals.

As of July 9, 2019, the Department of Child Support Services and the Health and Social Services Department each has an Adjusted Time Off program, for which the County and SEIU have completed the meet and confer process. This Holiday Adjusted Time Off provision does not supersede the Department of Child Support Services or the Health and Social Services Department's implemented Adjusted Time Off program for provisions different than, or other to, fixed County holidays.

20.2 Overtime

A. Overtime Work Defined

Overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week.

- B. Overtime Payment - All overtime work shall be compensated as follows:
1. Employees incumbent in classifications designated as O2 in this agreement shall be granted compensatory time off for all time worked in excess of 40 hours in a week, at straight time, whenever an accrual balance is at or above 40 hours, the employee may elect to receive straight time pay for overtime worked.
  2. Employees covered under FLSA (designated as O9) shall be paid for all time worked in excess of 40 hours in a workweek at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, compensatory time off at one and one-half hours off for each hour worked, except that employees shall have the option of determining the method of overtime payment (cash or CTO) for the first forty (40) hours of overtime worked in each fiscal year. Time off on recognized fixed County holidays shall be considered time worked for overtime calculation purposes.
  3. If, in the judgment of a department head, work beyond the official workweek or work period is required, such overtime work may be ordered. The County may establish administrative procedures not inconsistent with this agreement.
  4. Any CTO accumulated in excess of eighty (80) hours by an employee covered under FLSA 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 and payoff shall be made to the employee prior to the end of the fiscal year in which it was earned.
  5. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime.
  6. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.
  7. Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.
  8. 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 may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
  9. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak work loads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided above.

10. 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.
11. 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.
12. CTO taken by an employee shall be counted as time worked for purposes of overtime computation.
13. Employees who are terminating their employment for reasons other than paid County retirement shall not use comp time as their termination date (e.g. requesting comp time to begin 3-7 and the actual termination date to be 3-13, etc.)

## **21. NO STRIKE/NO LOCKOUT**

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

## **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 upon approval of the Board of Supervisors. 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 does not receive a sustained citation, 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.

E. 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.

F. Authorized Use – Official County Business

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her 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. 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.

G. Evidence of Insurance

Prior to operating a personal vehicle on County business, employees shall file evidence of insurance with their department head, which reflects the current level of coverage.

**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 File

- 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 Personnel Action Forms, 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 into 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.

## 22.5 Contracting Out

The employer shall not contract out any work currently being performed by bargaining unit workers, which represents a substantial expansion of, and or departure from, current practice without first giving the Union ninety (90) days notice prior to the letting of any such contract.

Before any work is contracted out, the County must negotiate with the Union over possible alternatives to contracting out.

This section does not apply to the hiring of temporary workers to fill vacancies pending the hiring of regular employees.

## 22.6 Joint Labor Management Committee

- A. There is established between the Department of Health and Social Services and SEIU Local 1021, CtW, CLC a Joint Labor/Management Committee.
- B. The Joint Labor/Management Committee will meet every other month. The Committee may meet more often by mutual agreement.
- C. The purpose of the Joint Committee will be to meet, discuss, decide, or make recommendations regarding issues related to the operation of the Department of Health and Social Services. Division meetings may be established with the concurrence of labor and management in order to discuss labor/management issues pertinent to each division in which the Union represents positions. Issues may include but are not limited to the following:
  1. Consistency of Department operations with policies
  2. Communications
  3. Workload distribution
  4. Morale
  5. New Department procedures
  6. New Program initiatives
  7. Caseloads (Any recommendations for changes within the scope of representation will be referred to the formal meet and confer process.)
- D. The Joint Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments.
- E. The Joint Committee will not discuss issues related to discipline, grievances, individual performance problems or negotiations.
- F. Each Joint Committee meeting will be held for up to two (2) hours, and may be extended by mutual agreement between the Union and the Department. If more time is needed to continue a Joint Committee meeting, either as a group or separately, it will mutually be agreed to during the meeting, and staff will notify their supervisors accordingly of the extension.

The Committee may decide the need to establish sub-committee(s) in order to compile information.
- G. Joint Committee Meetings shall be composed of up to four (4) employees representing the Union, along with their Field Representative and four (4) employees representing management, along with the Appointing Authority or designee.

- H. At the end of each Joint Committee Meeting, both parties will develop an agenda to be used at the next meeting.
- I. The County agrees that the topic of Social Worker Safety be discussed during an H&SS Joint Labor Management meeting of which a special subcommittee shall be formed to address worker safety concerns.

#### 22.7 Not in Use

#### 22.8 Departmental Position Allocation List

The Director of Human Resources may temporarily increase the number of positions in a department without further approval of the Board of Supervisors when the following conditions exist:

- A. The purpose is to rehabilitate an employee (a) whose physical capacity has been reduced because of a County work-related injury or illness; (b) who is unable to competently perform the duties of his/her former job; but (c) who the County Health Officer has certified as physically able to perform the duties of the position to be temporarily allocated.
- B. It is for a specific period of time, all of which is within the same fiscal year.
- C. Sufficient funds are available in the budgets and cost reduction plans of the departments affected to fund the positions.
- D. A need for the additional services has been certified by the department head.

#### 22.9 Assumption by County of Functions and Personnel of Another Governmental Agency

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

#### 22.10 Internal Transfers and Reassignment

- A. Voluntary Transfers - When the Health and Social Services Department determines that a vacancy is to be filled by internal transfer, it shall post the opening (using the Department Intranet or other means), whenever reasonably possible. Employees will be allowed to submit transfer requests. Employees not granted a transfer, may request a verbal explanation as to why the transfer was denied. Seniority (or inverse seniority for involuntary transfers) shall be one consideration in making transfers.
- B. Involuntary Reassignment - Normally, the Department will notify an employee of an involuntary reassignment at least seven (7) calendar days in advance, except in

emergency situations or unforeseen circumstances. Following the issuance of such notice to an employee(s), the Union may present alternatives or suggestions concerning the involuntary reassignment for the Department's consideration.

### **23. SEVERABILITY**

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

### **24. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time, subject to the County's obligations under Government Code 3500 et seq.

### **25. AMERICANS WITH DISABILITIES ACT (ADA)**

The County and the Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the County. The Union may grieve any failure by the County to notify the Union of potential conflicts between this MOU and reasonable accommodations provided to employees.

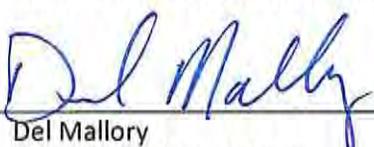
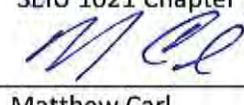
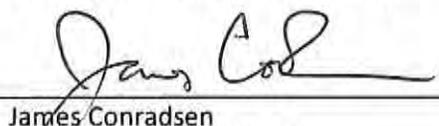
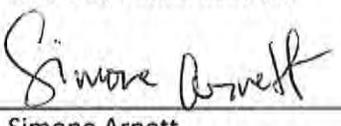
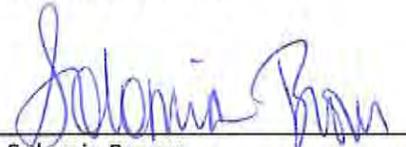
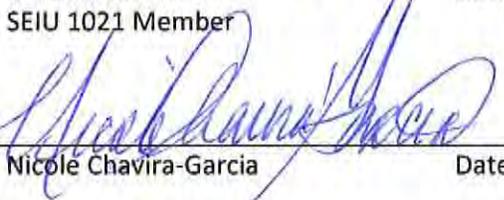
### **26. NO DISCRIMINATION**

- A. There shall be no discrimination because of race, creed, color, national origin, sex, marital status, sexual orientation, age, or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties to the position.
- B. The County will not tolerate harassment of County employees by any other employee of the County. Harassment is defined as any treatment of an employee, which has the purpose, or effect of affecting employment decisions concerning an individual, or

unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome conduct of a sexual nature, arbitrary or capricious changes of assignment of an individual or of a particular sexual, racial or minority group, or display of a hostile attitude (including but not limited to yelling, swearing and verbal abuse) toward an employee by a supervisor or by a fellow employee.

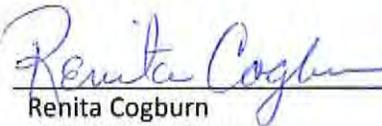
**County Representatives**

**Service Employees International Union**

<hr/> <p>Marc A. Fox Director of Human Resources</p>	<p>Date</p>	<hr/> <p> 8/8/2019</p>	<p>Date</p>
<hr/> <p>Mark Love Chief Negotiator</p>	<p>Date</p>	<hr/> <p> 8/8/19</p>	<p>Date</p>
<hr/> <p>Rosemary Bettencourt Deputy Auditor-Controller</p>	<p>Date</p>	<hr/> <p> 8-8-19</p>	<p>Date</p>
<hr/> <p>Julie Cockerton Child Support Program Manager</p>	<p>Date</p>	<hr/> <p> 8-8-19</p>	<p>Date</p>
<hr/> <p>Jessica Jupitus Deputy Director of Library Services</p>	<p>Date</p>	<hr/> <p> 8/8/19</p>	<p>Date</p>
<hr/> <p>Natasha Paddock Employment and Eligibility Administrator</p>	<p>Date</p>	<hr/> <p> 8/8/19</p>	<p>Date</p>
<hr/> <p>Kimberly Young Senior Human Resources Analyst</p>	<p>Date</p>	<hr/> <p> 8/8/19</p>	<p>Date</p>
		<hr/> <p> 8-8-19</p>	<p>Date</p>

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SEIU 1021 Member

 8-8-19  
Renita Cogburn Date  
SEIU 1021 Member

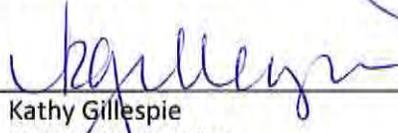
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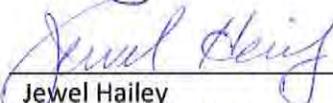
Sarah Creighton Date  
SEIU 1021 Member

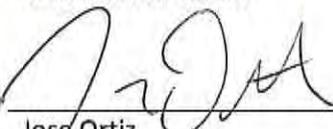
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Gloria Doyel Date  
SEIU 1021 Member

 8-8-19  
Elizabeth Garcia-Reyes Date  
SEIU 1021 Member

 8-8-19  
Kathy Gillespie Date  
SEIU 1021 Member

 8-8-19  
Jewel Hailey Date  
SEIU 1021 Member

 8-8-19  
Jose Ortiz Date  
SEIU 1021 Member

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Jaron West Date  
SEIU 1021 Member



## **APPENDIX A. LISTING OF CLASSIFICATIONS**

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

Appeals Specialist  
Clinical Psychologist  
Clinical Psychologist (Entry)  
Clinical Services Associate  
Consumer Affairs Liaison  
Crisis Specialist  
Dep PubAdmin/PubGuard/PubCons  
Eligibility Benefits Spec I  
Eligibility Benefits Spec II  
Eligibility Benefits Spec III  
Employment Resources Spec I  
Employment Resources Spec II  
Employment Resources Spec III  
Mental Health Clinician (Lic)  
Mental Health Clinician (Reg)  
Mental Health Specialist I  
Mental Health Specialist II  
Patient Benefits Specialist  
Social Services Worker  
Social Worker I  
Social Worker II  
Social Worker III  
Staff Development Trainer  
Victim/Witness Assistant

**APPENDIX B. SALARY SCHEDULE**

1. The present approximate monthly pay rate for the represented classifications are:

Job Title - Unit 5	Step 1	Step 2	Step 3	Step 4	Step 5
Appeals Specialist	5,595.42	5,875.20	6,168.96	6,477.40	6,801.27
Clinical Psychologist	7,242.34	7,604.46	7,984.71	8,383.95	8,803.14
Clinical Psychologist (Entry)	5,795.60	6,085.38	6,389.68	6,709.15	7,044.62
Clinical Services Associate	5,803.69	6,093.88	6,398.58	6,718.50	7,054.43
Consumer Affairs Liaison	5,298.00	5,562.90	5,841.05	6,133.09	6,439.75
Crisis Specialist	4,530.47	4,757.01	4,994.85	5,244.62	5,506.83
Dep PubAdmin/PubGuard/PubCons	5,595.42	5,875.20	6,168.96	6,477.40	6,801.27
Eligibility Benefits Spec I	4,047.33	4,249.70	4,462.18	4,685.29	4,919.56
Eligibility Benefits Spec II	4,453.25	4,675.92	4,909.71	5,155.20	5,412.96
Eligibility Benefits Spec III	4,844.59	5,086.82	5,341.16	5,608.22	5,888.63
Employment Resources Spec I	4,453.25	4,675.92	4,909.71	5,155.20	5,412.96
Employment Resources Spec II	4,896.33	5,141.15	5,398.20	5,668.11	5,951.52
Employment Resources Spec III	5,328.79	5,595.22	5,874.99	6,168.74	6,477.17
Mental Health Clinician (Lic)	7,093.11	7,447.76	7,820.15	8,211.16	8,621.72
Mental Health Clinician (Reg)	6,448.40	6,770.82	7,109.36	7,464.83	7,838.07
Mental Health Specialist I	4,118.97	4,324.91	4,541.16	4,768.21	5,006.62
Mental Health Specialist II	4,530.47	4,757.01	4,994.85	5,244.62	5,506.83
Patient Benefits Specialist	4,453.25	4,675.92	4,909.71	5,155.20	5,412.96
Social Services Worker	4,453.25	4,675.92	4,909.71	5,155.20	5,412.96
Social Worker I	5,328.79	5,595.22	5,874.99	6,168.74	6,477.17
Social Worker II	5,862.07	6,155.16	6,462.92	6,786.07	7,125.37
Social Worker III	6,448.40	6,770.82	7,109.36	7,464.83	7,838.07
Staff Development Trainer	5,595.42	5,875.20	6,168.96	6,477.40	6,801.27
Victim/Witness Assistant	4,864.50	5,107.72	5,363.10	5,631.28	5,912.82

- Effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
- Effective the beginning of twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.

4. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.
5. Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

**APPENDIX C.**

NOT IN USE

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**APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION**

**Agreement between the County of Solano and SEIU, Local #1021  
Regarding CalPERS 2.7% @ 55**

PERS retirement enhancement – provide for the 2.7% @ 55 formula effective as soon as practicable following ratification of this contract extension. Therefore, the cost of this benefit as established by PERS (\$75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

1. Amount due to the County each year = Total cost divided by 20 years.
2. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the prior year.
3. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
4. The percentage amount deducted from each employee = Divide the average pay back per
5. Employee per pay period by the average per pay period of PERS Reportable salary.
6. The percentage amount deducted from each employee shall be no more than 3% cap.
7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
8. The amount due from each employee will be the first pay period in November.
9. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.

**APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued**

Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.

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

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

**APPENDIX E. IMPACT OF FURLOUGHS**

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

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

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

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #5  
Regarding Lump Sum Payment for Early Settlement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Unit 5 – Health and Welfare Employees. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of December 29, 2019 shall receive the following lump sum payment included with the January 17, 2020 paycheck:

- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 24, 2019, then employees shall receive a lump sum payment of nine hundred dollars (\$900)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 24, 2019, but on or before October 8, 2019, then employees shall receive a lump sum payment of six hundred dollars (\$600)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 8, 2019, but on or before October 22, 2019, then employees shall receive a lump sum payment of three hundred dollars (\$300)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 22, 2019 then there shall be no supplemental payment to employees under this Side Letter Agreement
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on his/her full-time equivalence.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

8/8/2019  
\_\_\_\_\_  
Date

**Amendment to the Memorandum of Understanding between  
The County of Solano and the Service Employees International Union Local 1021**

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union Local 1021 which represents Units 2, 7, 9, 5, and 8. The following language will be added to the Memorandum of Understanding in **Section 2 Term** for the following collective bargaining agreements:

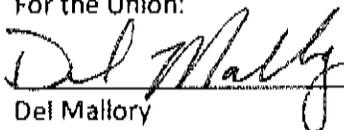
<u>Bargaining Unit(s)</u>	<u>Term</u>
Units 2, 7, 9	November 5, 2019 – October 21, 2022
Unit 5	November 5, 2019 – October 21, 2022
Unit 8	November 5, 2019 – October 21, 2022

"This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 21, 2022 or prior to May 25 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."

For the County:

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

For the Union:

 8/8/2019  
Del Mallory  
Area Director

# **MEMORANDUM OF UNDERSTANDING**

**Service Employees International Union**

SEIU, Local #1021

and

**County of Solano**

November 5, 2019– October 21, 2022

**Unit #8 – General Services Supervisors**

**MEMORANDUM OF UNDERSTANDING**  
Unit #8, General Services Supervisors

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**MEMORANDUM OF UNDERSTANDING**  
**November 24, 2015 – September 28, 2017**

**PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, Local #1021 CtW, CLC**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and the Service Employees International Union, SEIU, Local #1021 CtW, CLC, 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County's Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

**1. RECOGNITION**

**1.1 Union Recognition**

The County recognizes the Union as the recognized employee organization for:  
**Unit #8, General Services Supervisors**

Classifications represented under this Agreement are identified in Appendix A.

**1.2 County Recognition**

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

**2. TERM**

This Memorandum of Understanding shall be in effect the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, except those 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 October 21, 2022.

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

#### **3.1. Maintenance of Membership**

- A. Employees may sign up for Payroll Deductions of Union dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue for the duration of this agreement or until:
  - 1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
  - 2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).
- B. Dues deduction shall not be retroactive.
- C. The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- D. With the approval of the immediate supervisor, the County will provide a Union designated Employee Representative in Fairfield and a Union Employee Representative in Vallejo the opportunity to contact each new hire within 30 days of the date of hire. Such contacts shall not exceed one hour per month per representative. Such contact will be at the expense of the representative.
- E. It shall be the sole responsibility of the Union to procure and enforce payroll deduction of dues from Unit employees, and to see that the necessary form is properly completed and delivered to the County Payroll Bureau of the Auditor-Controller's Office.
- F. The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:
  - 1. Full name (last, first and middle name or initial)
  - 2. Employee I.D. number
  - 3. Bargaining unit
  - 4. Department
  - 5. Job Title
  - 6. Work location
  - 7. Appointment type (regular or limited term, full-time, part-time, extra help)

8. Hire date
  9. Job class entry date
  10. Salary schedule step
  11. Hourly rate
  12. Health plan selected
  13. Home address
  14. Phone numbers (work numbers, home number, and personal cell number)
  15. Email addresses (County and personal)
- G. The Union shall indemnify, defend and hold the County of Solano, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees in complying with this agreement. The Union shall promptly refund to the County any funds received in accordance with this agreement which are in excess of the amount of dues which the County has agreed to deduct.
- H. Commencing on November 5, 2017, the information described in section 3.1.G. shall be provided to the Union for every bargaining unit member, and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).
- I. Human Resources New Employee Orientation
1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.
  2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.
  3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
  4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.
  5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining

unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.
7. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. - 9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.
8. If the Union representative(s) is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.
9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
10. The County will not observe or disturb the Union presentation.
11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.
13. The County will provide the Union with information pursuant to AB 119 and MOU section 3.1.G.

### 3.2. Union Political Action Committee

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

### 3.3 Release Time

The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU 1021 as the official SEIU Local 1021 County President, hereinafter referred to as the "President". The County will allow the President, or when the

President is unable to attend, the Vice-President, up to sixteen (16) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from his/her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expenses incurred by the President or Vice President shall be borne by the Union. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President 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 Union shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The 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 Union training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or his/her designee an outline of training topics and the schedule of training dates.

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

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

### 3.4 Bulletin Boards

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

### 3.5. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

## **4. COUNTY MANAGEMENT RIGHTS**

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

## **5. SALARIES**

### 5.1 Salary Range and Pay Date

Salary ranges for classifications represented by the Union are listed in **Appendix A** 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 issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is reemployed in a represented position in the County, 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 any step within the salary range. 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 Range

- A. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
- B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods as indicated in the chart below.

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

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (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 or workers' compensation 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 effective on the scheduled date.
- E. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head or designee shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. A merit increase may be deferred only once for any given step on the range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head or designee. At the end of the deferral period, the employee must be re-evaluated and a decision must be made to grant or deny the merit increase. The employee's merit increase eligibility date shall not be changed by such deferment.  
  
Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources or his/her designee.
- F. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date).

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

#### 5.5 Salary Upon Promotion

Any regular, probationary, or limited-term employee who is promoted to a position with a higher salary range – (top step) 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 classification. 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 range 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 or when the top steps of the classes are the same, 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 salary step 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 classification 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 Salary Upon Reclassification

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

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

- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of **Section 5.5, Salary Upon Promotion**, of this MOU.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:
  - 1. If the salary of the employee is the same or less than the maximum salary of the new class, the salary and merit increase eligibility date of the employee shall not change.
  - 2. If the salary of the employee is greater than the maximum salary of the new classification, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum salary of the new classification exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range for the new classification, the salary of the employee shall be reduced to the maximum salary for the new class.

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

**5.9 Longevity Compensation**

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

### 5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.
- B. 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 range over the salary received prior to the assignment not to exceed the top step of the new range.

- 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 range 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 Union may send a letter to the Department Head with the specifics of the situation (a copy to be sent to the HR Department). Such letter must be submitted within ten working days of the Department's response in step two above.
    - d. The Department Head may meet with the employee/Union, as necessary and will respond in writing to the Union's letter within ten working days.
    - e. If the Department Head does not respond or the matter is not resolved to the employee's satisfaction, the Union will submit a letter to Human

Resources within ten working days of the response from the Department Head.

2. Formal Steps
  - a. Within fifteen working days of receiving the letter from the Union, HR will investigate the claim (meet with Department, employee, Union as necessary) and make 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 Number Reserved

#### 5.12 Changes in Salary Allocation

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

#### 5.13 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 a Union representative to any such meeting. As used in this section:
  1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.

5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  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 single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  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.  
  
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 PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

### 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 PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

### 6.3 Cafeteria Plan

The County has established a Cafeteria Plan in conjunction with the California Public Employees' Retirement System (CalPERS) Health Insurance Plan.

Effective January 1, 2019, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the PERS Kaiser 2019 family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2020, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee

only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2021, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2022, the County's contribution to the cafeteria plan will be seventy-five (75%) percent of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

These cafeteria plan contributions made by the County as listed above include the minimum employer contribution (MEC) required by PERS. This MEC shall be adjusted in future years as required by PERS.

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

Additionally, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan, or alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, for an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan when the employee's job classification has a maximum monthly salary as listed in the table below:

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
\$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
\$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
\$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
\$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution (\$50/\$80) shall sunset at the end of the pay period which includes the expiration of the 2019-2022 collective bargaining agreement.

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

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

#### 6.4 Dental Insurance

Regular or limited-term employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

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

The County's Delta Dental plan provides reduced co-payments for in-network PPO providers, allows up to \$1,000 of orthodontic coverage, and increase the annual allowance to \$1,250.

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

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

#### 6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan 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 offers an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

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

#### 6.6 Life Insurance

Regular or limited-term employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following appointment with the County.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one times the employee's annualized monthly wage valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of fifty thousand dollars (\$50,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

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

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

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

#### 6.7 Deferred Compensation

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

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

#### 6.8 Short Term Disability Insurance

If the Union establishes a group rate Short Term Disability Insurance policy for bargaining unit members during the term of this contract, the County shall administer the voluntary payroll deduction collected for this program and forward the amount collected directly to the Union for payment to the insurance carrier. The "hold harmless" provisions of Section 3, Union Security and Union Rights, will also be applied to this provision.

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

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.

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI 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 SDI 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 or CFRA 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 time from the Catastrophic Leave Bank. 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 SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, 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 Catastrophic leave hours with SDI will not accrue sick or annual leave.

- E. SDI benefits shall be integrated with accrued County leave as follows:
1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which he/she is eligible. SDI integration is not retroactive beyond one pay period.
  2. Employees' pay, including leave accruals and or SDI 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 SDI benefits.

6.9 Long Term Disability Insurance

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

6.10 Retirement

- A. PERS Contract.  
Subject to the terms of this subsection 6.10, the County will maintain its contract with the State Public Employees' Retirement System (PERS) and the benefits currently provided there under.
- B. PEPRA Tier.  
Effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula.  
For non-safety (miscellaneous) employees required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of sixty-two (62) years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA.  
If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 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.

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

F. Pre-PEPRA Tier 2

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

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

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

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the 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 appendix D).

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution 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 June 24, 2012, the parties agree to equally share in PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction. This provision shall sunset on January 1, 2017.

6.11 Social Security and Medicare

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

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

6.12 Tuition Reimbursement Program

A. OBJECTIVE

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

B. ELIGIBILITY OF EMPLOYEES FOR TUITION REIMBURSEMENT

1. Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans' Administration, the California State Department of Veteran's Affairs, or the Commission on Peace Officer Standards and Training.
2. Part-time employees are eligible after 2 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 work week 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, including travel 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.
5. Course work may be completed in person, online, or through correspondence.
6. 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.
7. 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.
8. 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 education reimbursement provision must be approved by the Department Head in advance.
9. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
10. 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.
11. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the fiscal year in which the course is completed and

documentation must be presented to the Department of Human within (90) calendar days after the course completion date.

**D. NATURE OF REIMBURSEMENT**

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, required textbooks, and parking. 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. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
  - 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 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 Human Resources Department or his/her designee. The employee shall also present evidence of payment of required textbook costs.

F. 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.

**G. CONTINUED SERVICE REQUIREMENT**

An employee must continue in a full-time, regular position in the County service for one (1) year from the date of completion of the course. Failure to continue in the County service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Union agrees that the Auditor-Controller is authorized to make a deduction from the employee's final payroll warrant for the appropriate amount of tuition reimbursement to be forfeited.

### 6.13 Continuing Education Days

The County acknowledges that employees in the classification of Public Health Microbiologist Supervising (or equivalent classification as a result of the 2007/2008 Countywide classification study) must complete twelve (12) hours of continuing education per year in order to maintain their State license, and that a current license is a requirement to continue their employment with the County.

In addition, employees in the classifications of Animal Care Supervisor and Vet Tech must complete 36 hours of continuing education in two years; Public Health Nutritionist (Supervising) must complete 75 hours in five years; and Environmental Health Specialist (Supervising) must complete 24 hours in two years; and Hazardous Materials Specialist (Supervising) must complete 72 hours in two years, plus additional requirements.

Employees in the classifications listed above will receive the following while completing their requested Continued Education hours.

- Mileage reimbursement if they will have to drive to a location to attend a class or seminar.
- Compensatory Time Off if attendance at a class or seminar would cause them to work more than forty (40) hours in a work week.
- Reimbursement for all fees for taking the class or seminar.

### 6.14 Reserved

### 6.15 Uniforms

#### A. UNIFORM ALLOWANCE

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

Animal Care Supervisor and Vet. Tech.	\$325.00 per year
Building Trades Supervisor	\$500.00 per year
Food Services Coordinator	\$500.00 per year
Park Ranger Supervisor	\$700.00 per year (\$700 for new hires)
2. The \$250 per year uniform allowance for employees classified as Animal Care Supervisor and Veterinary Technician (Vet. Tech.) shall also cover the cost of purchasing footwear (non-slip resistant shoes, as specified by the Department). The parties agree that the Sheriff's Office shall have the sole discretion in identifying the make, model and color of the uniforms and footwear. Employee's provided a uniform allowance shall be required to wear such uniform in accordance with Department Policy

3. Such payments shall be made the first pay period in September each year. New personnel shall receive the allowance in September plus a pay period pro-rata amount from their anniversary date to September.

**B. UNIFORMS AND PROTECTIVE ATTIRE PROVIDED**

**1. Uniforms**

- a. The County agrees to provide on an as needed basis at the department head's discretion and up to the following maximum quantity, shirts to be of a quality and color and other specifications as determined by the County.

<b>Class</b>	<b>Maximum</b>
Custodial Supervisors	5 Shirts
Duplicating Services Supervisors	5 Smocks
Fleet Services Supervisors	5 Smocks
Public Works Maintenance Supervisors	5 Shirts and 5 orange T-shirts
Groundskeeper Supervisors	5 Shirts and 5 T-shirts; 5 pants or 3 pairs of bib overalls; and 1 pair of coveralls

- b. Health Care personnel who are required to wear lab coats will have them provided by the County.
- c. Park Ranger Supervisors shall be provided with a bulletproof vest of a type and style approved by the department head which shall be worn at all times while on duty.
- d. The Director of General Services, with County Administrator concurrence, may provide a supervisor represented under the Unit 8 collective bargaining agreement with safety shoes and/or up to the same levels of the Groundskeeper Supervisor when said supervisor is also expected, and does, perform both supervisory duties and perform the work of their subordinate skilled craft and service maintenance employees.

**2. Protective Attire**

- a. The County agrees to reimburse Building Trades Supervisors, Public Works Maintenance Supervisors, Fleet Services Supervisor, Survey Party Chief, Engineering Services Supervisor, Environmental Health Supervisor, Hazardous Materials Specialist –Supervising and Groundskeeper Supervisor up to \$160 every two years for safety boots which must be worn at all times while on duty. The County agrees to reimburse Park Ranger Supervisors \$340 every two years.
- b. Supervisors shall have the authority to issue or purchase gloves for General Services Department employees on an as-needed basis. Such determination of need to be made by the supervisor under the general guidelines provided by the General Services Department.

3. 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. County agrees to provide access to coveralls for Public Works Maintenance Supervisors, and Ground Supervisors for work with hazardous or corrosive materials.
- c. The County will provide suitable identification to be affixed to the uniforms by the employee.
- d. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the Transportation, General Services Departments or other department as appropriate.

**7. SAFETY AND WORKERS' COMPENSATION**

7.1 Safety

The County shall expend every effort to see to it that 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 equipment and protective clothing as is required to conform with this Section.

Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.

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 section 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 section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled 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 I, 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 I, below.

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.

- 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 Worker's Compensation for the period of time that he/she has and utilizes leave accruals to fully integrate, or for six (6) months, whichever period 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. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- G. 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.
- H. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.
- I. 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 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 benefits.

### 7.3 Temporary Modified Duty Assignments

- A. 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:
  - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
  - 2. Who has the capability and qualifications to perform the temporary assignment.

- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty assignments, which are a result of a work related injury, beyond 18 weeks, on a case-by-case basis.
- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.

#### 7.4 State Disability Insurance

- 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 premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has 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 time from the Catastrophic Leave Bank. 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 and utilizes sufficient leave accruals to achieve 100% integration with SDI using his/her own leave accruals. Employees integrating Catastrophic 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 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 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, after industrially injured employees have been considered, non-industrial disabled employees will be given consideration in accordance with the criteria listed in **Section 7.3**.
2. 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.
3. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

**8. INCENTIVES AND DIFFERENTIALS**

**8.1 Bilingual Pay 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 work day 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 regular, 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. Beginning the latter of full adoption of the successor collective bargaining agreement or the pay period which contains January 1, 2016, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).
3. 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

1. The bilingual differential allowance shall cease when any of the following occurs:
  2. The employee terminates his/her employment with the County.
  3. The employee is released from County employment.
  4. The position is determined to no longer require bilingual skill.
  5. The employee is assigned to a position not requiring the bilingual ability.

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

D. Procedures for Requesting the Bilingual Differential Allowance

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

1. Name and class of each employee recommended for duties requiring bilingual skills.
2. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
3. Location of assignment.
4. 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.
5. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.
6. 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 Pay 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 Librarian Supervising Differential

Employees holding the position of Librarian (Supervising) who are assigned to work at any of the following locations:

- John F. Kennedy Library;
- Fairfield Civic Center Library; or,
- Vacaville Public Library – Cultural Center

Shall receive a 3% pay differential on all paid hours for assignment to such facilities.

## 8.4 Call Back and Standby Pay Differential

### A. 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 straight time hourly rate. Such compensation shall be subject to the provisions of **Section 20.2, Overtime**, and not exceed the maximum step of the working level classification, with a guaranteed payment equivalent to three (3) hours straight time pay when the call back time worked is less than three (3) hours.

Travel time to and from the work site shall not be considered time worked. An exception will be made for employees working in the classifications of Animal Care Officer and Communications Technicians (where this is a current practice), who are assigned a County vehicle to respond to a call out to a remote work site other than their regular work location. These employees will be compensated for time spent responding, beginning from the time they leave their home until they complete the

assignment. If during the term of this agreement, the Union raises another classification(s) that it believes should also be included in the travel time exception above, the Union shall bring such additional classification(s) to the attention of the Human Resources Director, who shall meet with the Union in order to determine if the additional classification is similarly situated and whether the travel time exception shall be applicable to the proposed, additional classification(s). The decision of the Human Resources Director shall be final.

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.

**B. Standby**

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

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at three dollars (\$3.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at four dollars (\$4.00) 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.

**8.5 Class A/B Drivers License**

- A. Employees in the class of Fleet Services Supervisor are required to have a Class B California Driver's License as a condition of employment. Some employees in the class of Public Works Maintenance Supervisor are required to have a Class A California Driver's License as a condition of employment.
- B. The County will reimburse all cost of testing, examining, obtaining physical examinations, and licensing for all employees who are required to have a Class A or B license and any required endorsement, including federal fees payable for a Hazardous Materials (HazMat) endorsement. Physical examination cost must be comparable to the actual cost for similar testing and examination done by the County's Clinic. It will be by mutual agreement of the parties whether the employee shall receive a physical from the county or their own personal physician. However, the County may direct employees to use county facilities if it is the lowest cost alternative and the employee is unwilling to pay the difference in cost.

**9. 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:

<b>Pay Periods of Continuous Service</b>	<b>Vacation Credits Per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
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. 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.
11. 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 days written 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 work week 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 the following manner:

- Convert all to the retirement health savings account

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

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

- G. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother, sister, grandchild, mother in law, father in law of the employee, a minor child for whom the

employee has legal custody, a person acting in loco parentis for the employee, 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. **CATASTROPHIC LEAVE BANK**

- A. Program Design

The County will maintain a Catastrophic Leave Bank to assist any employee who will exhaust all accruals due to a serious or catastrophic illness, injury, or other circumstances. This program maintains a countywide bank wherein any employee who wishes to contribute may authorize a portion of his/her accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, hours from the Catastrophic Leave Bank may be transferred to a requesting employee's Catastrophic Leave account so that employee will remain in paid benefit status, thus maintaining benefits while partially ameliorating the financial impact of the illness, injury, or other circumstance.

- B. Eligibility

To be eligible for this benefit, the receiving employee will:

1. be a regular full time, part time or limited term employee who has passed his/her initial County probationary period;
2. exhaust all accumulated leave including, accrued vacation, compensatory time, holiday compensatory time, administrative leave, floating holiday, and sick leave (unless the leave involves the care of another or involves other circumstances and the maximum hours of family sick leave have been used);
3. be unable to return to work for at least 30 days following the initial six month period or the exhaustion of all accrued leaves (whichever is longer); and,
4. have applied and received approval for a Leave of Absence Without Pay.

- C. Operation

1. The program will be administered under the direction of the Auditor Controller. The Auditor Controller will be responsible for receiving and recording all donations of accruals and for initiating transfer of hours from the bank to the recipient's Catastrophic Leave account. Disbursement of leave accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by SEIU, Local 1021.
2. The committee shall meet as necessary to consider all requests for donations and shall make determinations as to the appropriateness of the request. The committee shall determine the number of hours to be awarded for employees whose donations are non-specific.
3. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave hours will be at the sole discretion of the committee, based upon the merits of the request. Except for hours donated to a specific employee, the committee will limit benefits in accordance with available contributions and select from among eligible applicants, those who will receive benefits.
4. Any recipient will be limited to a total of five hundred twenty (520) hours or its equivalent per catastrophic event. However, if approved by the committee, the total leave may be extended on a case-by-case basis not to exceed and additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.
5. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of Catastrophic Leave hours.
6. If an employee receiving donated leave returns to work prior to fully exhausting donated hours, the unused hours will be returned to the Catastrophic Leave Bank.
7. Employees will not accrue sick or annual leave while using catastrophic leave hours.
8. Donations are irrevocable unless the donation to the eligible employee is denied. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the hours will be returned to the donating employee unless he/she elects to donate the hours to the bank.
9. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the donor's accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
10. No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce his/her vacation balance to less than twenty-five (25) hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.

11. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.
12. Each year in July, the committee will provide the Union and the Director of Human Resources with an accounting of the total hours used annually and the balance of hours left in the bank.
13. The Union shall have the right to use the County's email once each February, May, August and October of each year to conduct a donation drive and the Union shall have the right to provide the County with an email each month to be sent to all SEIU members.
14. The County will add one (1) hour for every twenty-five (25) hours of total donations.

## **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, step, adopted 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 or adoptive 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 and adopted brothers and sisters;
  - son-in-law and daughter-in-law of the employee.
- B. For full-time employees such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within ten (10) consecutive calendar days). Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

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

### **13. OTHER LEAVES**

#### **13.1 Maternity Leave**

Sick leave may be used during pregnancy 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 or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

#### **13.2 Family and Medical Leave**

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 to the greater of either said law/code or one hundred ninety (190) hours per fiscal year.

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).
1. 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.
  2. 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 Range of this MOU**).

3. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.
4. No former employee shall have this right of reemployment under this Section who:
  - a. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
  - b. Is released from active duty for reasons other than honorable;
  - c. Fails to make written application for reemployment with the County within six (6) months of his/her release; or
  - d. 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 an 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 or the birth or adoption of a child
  - 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.
- K. An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 4 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 parties agree to expedite the scheduling of mediation in order to provide the employee with a timely disposition of his/her appeal.

The Director of Human Resources will render a final decision in regard to the requested leave of absence without pay within three (3) calendar days following mediation. The decision of the Human Resources Director shall be final and not subject to further appeal.

#### **14. HOLIDAYS**

- A. Eligibility
  - 1. Only regular, probationary, and limited-term employees shall be eligible for paid holidays.
  - 2. An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.
  - 3. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday.

A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.

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

**B. Holiday Compensation**

- A. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular work week shall be entitled to holiday compensatory time off for (CTO) the time actually worked. A full-time employee whose regularly scheduled day off falls on a full paid holiday shall be entitled to eight (8) hours of holiday compensatory time off. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. 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 20.2.C.6** 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.

**C. Holidays**

1. Fixed Paid Holidays Include:

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

2. Effective January 1, 2020 the fixed paid holidays in 14.C.1 shall be amended by adding:

December 24th Christmas Eve Day (beginning at 1:00 p.m.)

December 31st New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 to 1:00 which is unpaid. On these dates, employees who are scheduled to

work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

3. Other Paid Holidays Include:

- a. The last working day before Christmas Day or the last working day before New Year's Day. (County offices shall remain open for business on both days.) With approval by the employee's supervisor, the holiday may be taken any time during the period between Christmas Eve and the end of the first full pay period in January of the new year. This paid holiday will sunset effective January 11, 2020.
- b. Effective January 1, 2019, employees represented by this collective bargaining agreement shall be entitled to one (1) paid floating holiday in each calendar year. Effective January 11, 2020, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.
- c. Special or limited holidays appointed by the President or Governor.
- d. Such other days in lieu of holidays as the Board of Supervisors may determine.

**15. PROBATIONARY PERIOD**

15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13th) full pay period with the exception of Dispatchers who shall serve a probationary period as defined above of twenty-six (26) full pay periods.
- 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 work week bears to forty (40) hours.
- D. An employee who is permitted by the employee's department head to work beyond the end of the probation period shall be deemed to have passed the employee's probation period.
- E. The initial or promotional probationary period may exceed full thirteen (13) pay periods of active duty or twenty-six (26) pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the

Director of Human Resources, or when the probationary period is extended pursuant to Section 15.1 (F) below. The probationary period for classifications with a probationary period of thirteen (13) full pay periods shall not exceed twenty-six (26) full pay periods unless the extension results, in whole or in part, from an employee's leave of absence. For classifications with a twenty-six (26) pay period probationary period, the probationary period may not exceed thirty-nine (39) full pay periods. The Union shall be provided a copy of any extension by mutual agreement to a probationary period that is allowed by this provision.

- F. 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.
- G. 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 range 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 shall provide a probationary period performance evaluation.

- H. 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.

#### 15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with **Section 18**, Disciplinary Action, of this Memorandum of Understanding.
- B. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted, demoted, or transferred shall have the right of appeal in accordance with **Section 18**, Disciplinary Action, of this Memorandum of Understanding.
- C. **RETREAT TO VACANT POSITIONS**
  - 1. An employee rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the department head, within the limits of available authorized positions.
  - 2. Any employee who (1) has completed an initial County probationary period and obtained regular status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion, if a position in that class

is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

3. If an employee cannot be restored to the former class,  
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 range for the class does not exceed the range of the class held immediately prior to promotion;
  - e. The Director of Human Resources or his/her designee concurs with the appointment.
4. The employee will serve a new probationary period.
5. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

## **16. 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 journeyman level).

### **16.1 Twenty-Four (24) Months Continuous Service**

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

-OR-

2. An employee who has completed his/her probationary period is laid off, and subsequently reemployed in a full-time position, 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 the actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

## **17. FURLOUGHS**

### 17.1 Closure of County Facilities to Achieve Cost Reductions

- A. 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.
- B. 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) work days per fiscal year (July 1 to June 30).
- C. 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.

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

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

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

- A. 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.
- B. Employees that cannot be subject to a closure or furlough as determined in Section 17.1 and 17.3 above, shall be subject to a reduction in pay of 4.62% to total an amount equal to the value of the number of furlough day imposed by the Board of Supervisors.

17.4 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.

17.5 Furlough Day on Scheduled Day Off

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

17.6 Impact of Furlough on Benefits

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

17.7 Impact of Furlough on Holidays

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

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

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

17.9 Terminating Employees

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

17.10 Effects of Furlough

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

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.

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

Expiration of the MOU does not alter the status quo ante as it relates to this provision. This provision shall expire September 30, 2016.

## **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:

### **A. PROCEDURE**

1. The appointing authority proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
  - a. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).
  - b. A clear and concise statement of the reasons for the proposed action.
  - c. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee or by the employee's representative.
  - d. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective 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.
2. If the employee elects to respond in person, a meeting shall be scheduled with the department head or his/her designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his/her choosing at the meeting. The appointing authority may amend, modify, or revoke any or all of the charges contained in the written order. The appointing authority shall provide notice to the employee of the disciplinary action to be taken and of his/her right to appeal to the County Civil Service Commission and the time within which the appeal must be made.

### **B. APPEAL PROCESS**

Any employee may either appeal such dismissal, suspension, demotion, or reduction in salary to the Civil Service Commission or file a grievance in accordance with Section 19 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed in writing within ten (10) days of the decision of the appointing authority.

Grievances filed in accordance with **Section 19** of this Memorandum of Understanding must be filed within ten (10) calendar days after the decision of the appointing authority. No grievance involving demotion, suspension, dismissal, or reduction in salary of an employee will be entertained unless it is filed in writing with the Director of Human Resources or his/her designee within ten (10) calendar days of the time at which the affected employee was notified of such action. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SEIU, Local #1021. An employee may not both appeal to the Civil Service Commission and file a grievance under **Section 19** of this Memorandum of Understanding.

Should an employee elect to appeal a disciplinary matter either through arbitration or the Civil Service Commission, they shall be barred from electing the other appeal option for a period of three (3) years for any subsequent disciplinary action.

**C. NON-DISCIPLINARY MEDICAL TERMINATION**

An employee may file a grievance at Step 2, within ten (10) calendar days of the date they received a written notification of a non-disciplinary termination of their employment due to their medical condition (excluding disability retirement).

**19. GRIEVANCES**

**19.1 Grievance 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 Grievance Purpose**

The purposes of this procedure are:

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

**19.3 Grievance Steps**

Grievances shall be processed in the following manner

**A. Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor (or such management official designated by the

Department Head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The immediate supervisor/management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

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

**B. Step 2. Department Head and or the Designate Representative**

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

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

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

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

**D. 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.

The mediation will be convened within ninety (90) calendar days of receipt of the timely request for mediation.

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

In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this Section.

**E. Step 5. Arbitration**

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

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

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

The fees and 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 completion of mediation.

#### 19.4 Grievance Timelines

- 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 work day (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 Scope of Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves 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 Grievance Definition**.
- C. Proposals to add to or change this Memorandum of Understanding or written agreement 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.
- D. If the Director of Human Resources or his/her designee in pursuance of the procedures outlined in **Section 19.3(C)**, above, resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if

he/she finds that the County had such right, he/she may not order reinstatement and may not assess any penalty upon the County.

#### 19.6 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 is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.
- B. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources or his/her designee and the Union.

#### 19.7 County Code and Civil Service Commission

- A. The provisions of this Section shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner, which would abrogate any power, which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that, a differing option be available to the employee, no action under **paragraphs C, D, or E of Section 19.3.** above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under **paragraphs C, D, or E of Section 19.3, Grievance Steps** above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

### **20. HOURS OF WORK AND OVERTIME**

#### 20.1 Hours of Work

- A. **Work Day**  
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 regular, probationary full-time employees. Unless otherwise determined by the department, each work day shall

include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the work day. 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.

**B. Work Week**

1. Except as may be otherwise provided, the official work week shall be forty (40) hours of work in any seven (7) consecutive calendar days. The work week schedule shall normally consist of five (5) work days of eight (8) hours work each. However, department heads may establish work week 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 work week; 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 20.2** of this MOU for provisions concerning overtime work.

2. **Alternative Work week/Work Hours**

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.

Alternative work weeks shall be instituted as a result of an agreement between the Union and a department head, specifying the terms and conditions of the work week schedule. Each employee on the alternative work week schedule should sign and receive a copy of the agreement. Establishment of any new work week/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.

**C. Rest Periods**

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 work day. 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 work day. Authorized rest period time taken shall be counted as time worked.

**D. Holiday Adjusted Time**

A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled work day the employee is granted eight (8) hours of paid holiday time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals.

As of July 9, 2019, the Department of Child Support Services and the Health and Social Services Department each has an Adjusted Time Off program, for which the County and SEIU have completed the meet and confer process. This Holiday Adjusted Time Off provision does not supersede the Department of Child Support Services or the Health and Social Services Department's implemented Adjusted Time Off program for provisions different than, or other to, fixed County holidays.

## 20.2 Overtime

### A. Overtime Work Defined

1. Overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. 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. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.
3. 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 work week is required 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 work week 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. In the other departments and divisions of the County where overtime work is required, the County will make every reasonable effort to assure that the opportunity to work overtime is made available on an equitable basis among all qualified employees.

C. Overtime Payment

1. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a work week 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 the first forty (40) hours of overtime worked in each fiscal year. 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 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.
3. 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 Union regarding the appropriate overtime code designation for such new classifications.
4. Payment for overtime shall be separately itemized on the payroll certification.
5. 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.

6. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
7. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak 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 STRIKE/NO LOCKOUT**

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

## **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-Official County Business

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her 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.

#### 22.4 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.

#### 22.5 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 Personnel Action Forms, 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 document 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.

#### 22.6 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 Union and to meet and confer on the impact of the contracting out.

#### 22.7 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 Union. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

**22.8 Shift Assignments-Sheriff's Department**

Within the Sheriff's Department, in making shift/position assignments for Sheriff's Services Technician, the following criteria shall be considered: the operational needs of the Department, employee skills and abilities, previous employee job performance, and indicated employee preference. Whenever all such criteria are equal between or among employees, length of service with the Department may be considered as an additional criterion in making assignments. The Sheriff's or his/her designee's decision shall be final and not subject to appeal or the grievance procedure. Sheriff's Department Dispatchers shall have their quarterly work schedule posted twenty-five (25) days prior to the effective date each new schedule.

**23. SEVERABILITY**

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

**24. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time, subject to the County's obligations under Government Code 3500 et seq.

**25. AMERICANS WITH DISABILITIES ACT**

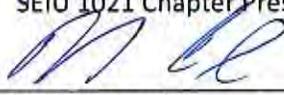
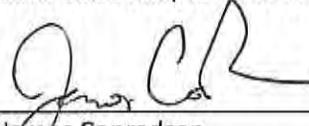
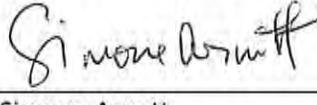
The County and the Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the County. The Union may grieve any failure by the County to notify the Union of potential conflicts between this MOU and reasonable accommodations provided to employees.

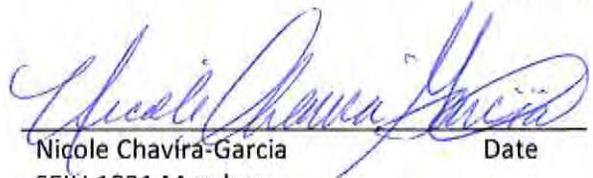
**26. NO DISCRIMINATION**

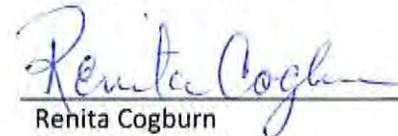
There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference, age or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

**County Representatives**

**Service Employees International Union**

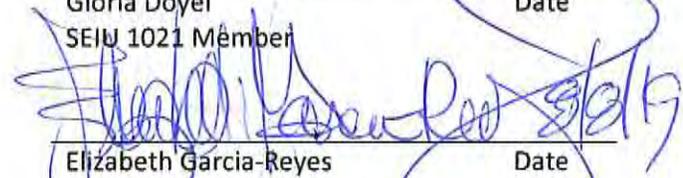
Marc A. Fox Director of Human Resources	Date	 Del Mallory SEIU 1021, Area Director	Date
Mark Love Chief Negotiator	Date	 John Stead-Mendez SEIU 1021 Chief Negotiator	8/8/19 Date
Rosemary Bettencourt Deputy Auditor-Controller	Date	 JoAnne Godreau SEIU 1021 Chapter President	7-8-19 Date
Julie Cockerton Child Support Program Manager	Date	 Matthew Carl SEIU 1021 Chapter Vice President	8-8-19 Date
Jessica Jupitus Deputy Director of Library Services	Date	 James Conradsen SEIU 1021 Chief Steward	8/8/19 Date
Natasha Paddock Employment and Eligibility Administrator	Date	 Simone Arnett SEIU 1021 Member	8/8/19 Date
Kimberly Young Senior Human Resources Analyst	Date	 Solomia Brown SEIU 1021 Member	8/8/19 Date

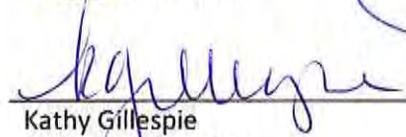
 8-8-19  
Nicole Chavira-Garcia Date  
SEIU 1021 Member

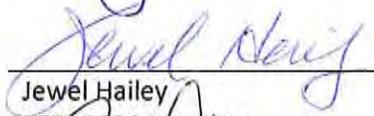
 8-8-19  
Renita Cogburn Date  
SEIU 1021 Member

\_\_\_\_\_  
Sarah Creighton Date  
SEIU 1021 Member

\_\_\_\_\_  
Gloria Doyel Date  
SEIU 1021 Member

~~~~ 8-8-19  
Elizabeth Garcia-Reyes Date  
SEIU 1021 Member

 8-8-19  
Kathy Gillespie Date  
SEIU 1021 Member

 8-8-19  
Jewel Hailey Date  
SEIU 1021 Member

 8-8-19  
Jose Ortiz Date  
SEIU 1021 Member

\_\_\_\_\_  
Jaron West Date  
SEIU 1021 Member

**APPENDIX A. LISTING OF CLASSIFICATIONS**

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

Accounting Supervisor  
Animal Care Supv & Vet Tech  
Building Trades Supervisor  
Child Support Spec (Spvsing)  
Clerical Operations Supv  
Communic Disease Invest(Spvsg)  
Communications Supervisor  
Criminalist Supervisor  
Custodial Supervisor  
Dental Office Supervisor  
Election Coordinator  
Engineering Services Supv  
Environmental Hlth Supv  
Facilities Operations Supv  
Financial Services Supervisor  
Fleet Services Supervisor  
Food Service Coordinator  
Groundskeeper (Supervising)  
Hazardous Material Spec(Spvng)  
Health Education Spec(Spvsing)  
Hydro-Geological Analyst  
Identification Bureau Spvsr  
Information Technology Coord  
Librarian (Spvsing)  
Library Assistant (Spvsing)  
Office Supervisor  
Park Ranger Supervisor  
Planner (Principal)  
Public Hlth Microbiol(Spvsing)  
Public Hlth Nutritionst(Spvsg)  
Public Safety Dispatchr(Spvsg)  
Public Works Maint Superintend  
Public Works Maintenance Supv  
Stores Supervisor  
Survey Party Chief

**APPENDIX B. SALARY SCHEDULE**

1. The present approximate monthly pay rate for the represented classifications are:

Job Title - Unit 8	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Supervisor	4,621.91	4,865.07	5,121.26	5,390.72	5,674.45
Animal Care Supv & Vet Tech	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Building Trades Supervisor	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Child Support Spec (Spvsing)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31
Clerical Operations Supv	4,481.01	4,716.85	4,965.00	5,226.44	5,501.44
Communic Disease Invest(Spvsng)	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Communications Supervisor	6,972.00	7,320.60	7,686.63	8,070.96	8,474.51
Criminalist Supervisor	8,638.40	9,070.32	9,523.84	10,000.03	10,500.03
Custodial Supervisor	4,395.27	4,615.04	4,845.79	5,088.08	5,342.48
Dental Office Supervisor	4,621.91	4,865.07	5,121.26	5,390.72	5,674.45
Election Coordinator	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Engineering Services Supv	9,907.92	10,403.32	10,923.48	11,469.66	12,043.14
Environmental Hlth Supv	7,311.84	7,677.43	8,061.30	8,464.37	8,887.59
Facilities Operations Supv	6,863.46	7,206.63	7,566.96	7,945.31	8,342.57
Financial Services Supervisor	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Fleet Services Supervisor	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Food Service Coordinator	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Groundskeeper (Supervising)	4,988.99	5,238.45	5,500.36	5,775.40	6,064.16
Hazardous Material Spec(Spvsng)	7,311.84	7,677.43	8,061.30	8,464.37	8,887.59
Health Education Spec(Spvsing)	6,783.95	7,123.15	7,479.31	7,853.27	8,245.94
Hydro-Geological Analyst	8,725.94	9,162.23	9,620.35	10,101.36	10,606.43
Identification Bureau Spvsr	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Information Technology Coord	7,824.95	8,216.19	8,627.00	9,058.35	9,511.27
Librarian (Spvsing)	6,375.65	6,694.43	7,029.16	7,380.61	7,749.64
Library Assistant (Spvsing)	4,481.01	4,716.85	4,965.00	5,226.44	5,501.44
Office Supervisor	4,621.91	4,865.07	5,121.26	5,390.72	5,674.45
Park Ranger Supervisor	5,418.73	5,689.67	5,974.15	6,272.86	6,586.50
Planner (Principal)	8,725.94	9,162.23	9,620.34	10,101.36	10,606.43
Public Hlth Microbiol(Spvsing)	6,863.46	7,206.63	7,566.96	7,945.31	8,342.57
Public Hlth Nutritionst(Spvsng)	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Public Safety Dispatchr(Spvsng)	6,167.23	6,475.59	6,799.37	7,139.34	7,496.31

Public Works Maint Superintend	6,863.46	7,206.63	7,566.96	7,945.31	8,342.57
Public Works Maintenance Supv	5,791.20	6,080.75	6,384.79	6,704.03	7,039.23
Stores Supervisor	5,077.61	5,331.49	5,598.07	5,877.97	6,171.87
Survey Party Chief	6,515.39	6,841.16	7,183.22	7,542.38	7,919.50

2. Effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
3. Effective the beginning of twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.
5. Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

**APPENDIX C.**

NOT IN USE

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**APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION**

**Agreement between the County of Solano**

**And**

**SEIU, Local #1021**

**Regarding CalPERS 2.7% @ 55**

PERS retirement enhancement - provide for the 2.7% @ 55 formula effective as soon as practicable following ratification of this contract extension. Therefore, the cost of this benefit as established by PERS (\$75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction, with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

1. Amount due to the County each year = Total cost divided by 20 years.
2. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the previous year.
3. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
4. The percentage amount deducted from each employee = Divide the average pay back per
5. Employee per pay period by the average per pay period of PERS Reportable salary.
6. The percentage amount deducted from each employee shall be no more than 3% cap.
7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
8. The amount due from each employee will be the first pay period in November.
9. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.
10. The County agrees to pay the additional 1.0% employee contribution required by PERS as a result of the 2.7% @ 55 plan amendment. This provision sunset on January 8, 2012.

**Proposed Formula PERS 2.7% @ 55**

**Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.**

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

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

**APPENDIX E. IMPACT OF FURLOUGHS**

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

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

**SIDE LETTER AGREEMENT**  
To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #8 General Services Supervisors  
Regarding Library Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Unit #8, hereinafter referred to as the "Union."

This side letter of agreement will apply to all divisions of the Solano County Library. The County shall comply with the branch library hours as adopted by the Solano County Board of Supervisors. The branch libraries will be open within the following parameters:

- Mondays through Thursdays – 9:00 a.m. – 9:00 p.m.
- Fridays – 9:00 a.m. – 5:00 p.m.
- Saturdays – 9:00 a.m. – 5:00 p.m.
- Sundays – 12:00 noon – 6:00 p.m.

Workweek is the County standard, begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Employees' regular work week shall be scheduled from Monday through Saturday. All hours worked on Sundays will be in addition to an employee's work schedule. Regular full-time employees will be paid overtime and regular part-time employees will be paid at the appropriate straight time rate on Sundays within the requirements of the Fair Labor Standards Act and the applicable provisions of the appropriate memorandum of understanding.

Full-time staff in the public service and automation divisions shall be scheduled in the following manner:

- Staff will work alternate monthly schedules. For one month at a time, a portion of the staff will work Monday through Friday and a portion of the staff will work Tuesday through Saturday. On the first Monday of each month, the staff will switch schedules so that those staff who were working Monday through Friday the previous month will work Tuesday through Saturday the following month and vice versa. In some divisions (e.g., branch) some employees may work two Monday through Friday schedules in a row and rotate into a Tuesday through Saturday schedule on the third month. For the months of December and January, staff will work the same schedule for those months in order to switch monthly schedules every year so holidays can be equitably distributed.
- Each employee's monthly work schedule will be determined before Sunday schedules are created to give staff an opportunity to plan the Sundays for which they would like to sign up.
- Because these alternate monthly work schedules are being developed in an attempt to provide staff with two days off in a row, there may be some days, such as Mondays, during which staff may work non-traditional business hours (e.g., 10:00 a.m. – 7:00 p.m.) in order to provide adequate desk coverage.

- When staff is working a Tuesday through Saturday schedule they may be required to work two (2) split weekends within each eight week period.
- When a holiday falls on an employee's regular day off, the employee will be given 8 hours of holiday compensatory time off (CTO) in accordance with the Memorandum of Understanding (MOU). Use of CTO will follow guidelines set forth in the MOU.
- Part-time staff will work an equal number of Saturdays and Sundays as the full-time staff.
- These are the parameters within which the divisions will operate but there may be variations from division to division based on the needs of the Library.

The following designated holiday hours will apply to all library divisions:

- Easter Sunday – always closed.
- When Christmas, New Year's or July 4<sup>th</sup> fall on Saturday, Sunday or Monday – closed on Sunday.
- When Veteran's Day or Lincoln's Birthday fall on Sunday – closed on Sunday.
- When Christmas Eve and New Year's Eve fall on Monday, Tuesday, Wednesday or Thursday, the libraries will be open 10:00 a.m. – 5:00 p.m. On Thanksgiving eve, libraries will be open 10:00 a.m. – 5:00 p.m.
- When Lincoln's Birthday, July 4<sup>th</sup>, Veteran's Day, Christmas and New Year's days fall on Saturday – closed on Saturday.

Sunday hours will be staffed in the following manner:

- Adequate staff to meet the needs of the community will be assigned. The Library shall attempt to staff all libraries with one-half (1/2) regular staff and one-half (1/2) extra help. At least one regular employee from the branch will be assigned. No section will be staffed by a Departmental Aide alone.
- Extra-help employees will be recruited and assigned to work Sunday hours on a regular basis.
- A sign-up for Sunday hours will be circulated every four (4) months for employees to volunteer for specific Sunday hours. Employees will indicate branch preferences and may sign up to work at other than their regularly assigned branch with appropriate training and supervisory approval.
- Any Sunday staff hours that have not been either assigned to extra-help employees or voluntarily assigned will be assigned on a mandatory basis. The criteria for assigning mandatory Sunday hours are: operation needs of the Library, indicated employee preferences and employee experience in the class. The Director or his/her designee shall make all assignments and her/his decision shall be final and not subject to further appeal or the grievance procedure.

- Mandatory Sunday hours will be equitably distributed for all appropriate classes of Library staff within each cluster group of branch libraries over each year of operation.
- After the posting of the next four (4) months Sunday schedule, employees may trade Sunday assignments with supervisory approval.
- Requests for religious exemptions from/accommodations for Sunday work will be considered within the guidelines provided by County Counsel in accordance with applicable laws.
- Building supervision will follow branch lines of authority.

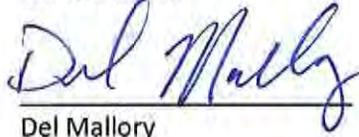
Employees will not be scheduled for split shifts except at the affected employee's request or as arranged with the employee. The Library will make every effort when operationally feasible to accommodate employee preference on days off.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory

Area Director

8/8/2019  
\_\_\_\_\_

Date

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #8 General Services Supervisors  
Regarding IT Technology Coordinator Administrative Leave

This will confirm an understanding reached between the County of Solano, hereinafter referred to as "the County," and the Service Employees International Union, Local 1021, hereinafter referred to as "the Union," representing unit #8, General Services Supervisors, collectively referred to as "the parties."

The parties agree that employees in the classification of Information Technology Coordinator, assigned to Unit #8, shall receive 80 hours of administrative leave beginning effective December 31, 2017.

This is in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of administrative leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in a regular position on a less than full-time basis shall accrue administrative leave on a pro-rata basis, proportional to the number of authorized hours employed.

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

No eligible employee shall carry over administrative leave from one fiscal year to another.

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

No person shall be permitted to work for compensation for the County in any capacity while on paid administrative leave.

No eligible employee shall carry over administrative leave from one fiscal year to another. Any eligible employee who separates from County employment shall not receive any compensation for any unused administrative leave.

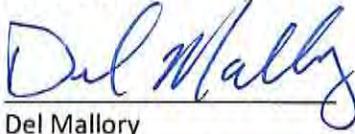
A Department Head may require employees covered in this section to work beyond the official forty (40) hour workweek. Administrative leave will constitute full compensation for such overtime work. Employees who promote into a covered classification and have accumulated compensatory time off are paid off for all accrued CTO hours.

For the County:

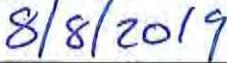
\_\_\_\_\_  
Marc Fox  
Director of Human Resources

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory

Area Director

  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local 1021  
Unit #8  
Regarding Lump Sum Payment for Early Settlement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union"), representing Unit 8 – General Services Supervisors. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of December 29, 2019 shall receive the following lump sum payment included with the January 17, 2020 paycheck:

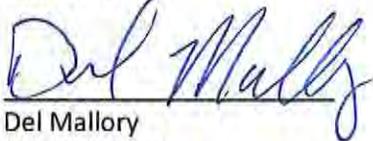
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 24, 2019, then employees shall receive a lump sum payment of nine hundred dollars (\$900)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 24, 2019, but on or before October 8, 2019, then employees shall receive a lump sum payment of six hundred dollars (\$600)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 8, 2019, but on or before October 22, 2019, then employees shall receive a lump sum payment of three hundred dollars (\$300)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 22, 2019 then there shall be no supplemental payment to employees under this Side Letter Agreement
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on his/her full-time equivalence.

For the County:

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

\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Del Mallory  
Area Director

8/8/2019  
\_\_\_\_\_  
Date

**Amendment to the Memorandum of Understanding between  
The County of Solano and the Service Employees International Union Local 1021**

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union Local 1021 which represents Units 2, 7, 9, 5, and 8. The following language will be added to the Memorandum of Understanding in **Section 2 Term** for the following collective bargaining agreements:

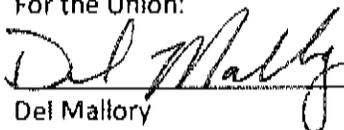
<u>Bargaining Unit(s)</u>	<u>Term</u>
Units 2, 7, 9	November 5, 2019 – October 21, 2022
Unit 5	November 5, 2019 – October 21, 2022
Unit 8	November 5, 2019 – October 21, 2022

"This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 21, 2022 or prior to May 25 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."

For the County:

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

For the Union:

 8/8/2019  
Del Mallory  
Area Director

# **MEMORANDUM OF UNDERSTANDING**

**Service Employees International Union  
SEIU, Local #1021  
and  
County of Solano**

**November 5, 2019 – October 21, 2022**

**Unit #82 - Extra-Help Registered Nurses**

**Unit #87 - Extra-Help Regulatory, Technical  
and General Services Employees**

**Unit #89 - Extra-Help Clerical Employees**

**Unit #90 - Extra-Help Probation Employees**

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**Side Letter Agreement regarding Library Hours**

**MEMORANDUM OF UNDERSTANDING**  
**November 24, 2015– September 28, 2017**

**PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SERVICE EMPLOYEES INTERNATIONAL UNION, Local #1021 CtW, CLC**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The term “Agreement” as used herein means the written agreement provided under Section 3505.1 of the Government Code.

Representatives of the County of Solano and the Service Employees International Union, SEIU, Local #1021 CtW, CLC, 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC (“Union”) and the County of Solano (“County”) is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County’s Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

**SECTION 1. RECOGNITION**

- A. The County recognizes the Union as the recognized employee organization for:
  - Unit #82, Extra-Help Registered Nurses**
  - Unit #87, Extra-Help Regulatory, Technical and General Services Employees**
  - Unit #89, Extra-Help Clerical Employees**
  - Unit #90, Extra-Help Probation Employees**
- B. The Union recognizes the Director of Human Resources or his/her designee as the County’s designated representative for negotiations.
- C. As specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the County and the Union have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California government Code.
- D. This Memorandum of Understanding will be in effect the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, except those provisions that have

been assigned other effective dates and will remain in effect to and including October 21, 2022.

## **SECTION 2. NO DISCRIMINATION**

- A. There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference, age or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

## **SECTION 3. UNION SECURITY**

### **A. PAYROLL DEDUCTIONS AND PAYOVER –**

Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).
3. 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 have priority over union dues and service fees.

The County shall deduct Union dues and premiums for approved insurance programs 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 Extra-Help positions to the Union on at least a monthly basis. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:
  - a. Full name (last, first and middle name or initial)
  - b. Employee I.D. number
  - c. Bargaining unit

- d. Department
- e. Job Title
- f. Work location
- g. Appointment type (regular or limited term, full-time, part-time, extra help)
- h. Hire date
- i. Job class entry date
- j. Salary schedule step
- k. Hourly rate
- l. Health plan selected
- m. Home address
- n. Phone numbers (work numbers, home number, and personal cell number)
- o. Email addresses (County and personal)

2. The County will provide information on employees' name, department, unit, and classification on a quarterly basis on both paper and, if possible, 3 2" floppy disk on a compatible format the Union shall designate. Commencing on November 5, 2017, the information described in section 3.2.E.1.a shall be provided to the Union for every bargaining unit member, and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

- B. PROGRAMMING FEE** - The Union 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 Union's prorated share of such costs, to be determined by dividing the total number of each Union'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.
- C. HOLD HARMLESS** - The Union 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 Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- D. 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 Shop 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 Shop to such units.

## **SECTION 4. UNION AND COUNTY MANAGEMENT RIGHTS**

### **4.1 UNION RIGHTS**

- A. **RELEASE TIME** - The Union shall designate one steward per worksite for those worksites without a current SEIU, Local #1021 steward, 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.
- B. **BULLETIN BOARDS** - Bulletin Boards are available to the Union in accordance with Article 3, Section 10.d. of the Employer-Employee Relations Rules and Regulations.

#### 4.2 COUNTY MANAGEMENT RIGHTS

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

### SECTION 5. HOURS OF WORK

#### A. WORK DAY

Extra-Help employees shall work hours as assigned by the Department. Unless otherwise determined by the department, each workday of six hours or more 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 hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

#### B. WORKWEEK

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. 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 6.H of this MOU for provisions concerning overtime work.

#### C. REST PERIODS

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.

#### D. 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 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.

## **SECTION 6. SALARY AND OTHER COMPENSATION**

### **A. SALARY**

Salaries for classifications represented by the Union are listed in Appendix B of this agreement.

### **B. 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.

### **C. PAY FOR NEW EMPLOYEES**

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

### **D. MERIT INCREASES WITHIN RANGE**

1. For those Extra-Help employees assigned to classifications with a range, a merit increase within the range shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
2. Extra-Help employees shall be eligible for merit increases within range upon completion of the same number of hours of continuous service required of an employee in a regular full-time position. Should an Extra-Help employee convert to a regular position, subsequent merit increases shall follow the normal time period progression between steps commencing from the date of appointment to a regular or limited-term position. Extra-Help employees hired on or after December 13, 2011, shall have a merit increase based on completion of the following:

<b>After:</b>	2080 Hrs. Work	4160 Hrs Work	6240 Hrs. Work	8320 Hrs. Work
<b>Step</b>	2	3	4	5

Extra-Help employees hired before December 13, 2011 shall have a merit increase based on completion of the following:

<b>After:</b>	1040 Hrs. Work	2080 Hrs. Work	4160 Hrs. Work	7280 Hrs. Work
<b>Step</b>	2	3	4	5

**E. SALARY PAYMENT PROCEDURE**

Employees shall be paid every other Friday.

**F. BILINGUAL PAY DIFFERENTIAL**

**1. Eligibility**

- a. Any bilingual person employed a minimum of twenty (20) hours per week in a designated public contact position which has been assigned duties involving regular and frequent use of bilingual skills shall be eligible to receive the additional compensation.
- b. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the department head and concurrence of the Director of Human Resources or his/her designee for unique circumstances.
- c. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
- d. Eligible Extra-Help employees will be reimbursed in proportion to the percentage of the time worked.
- e. 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).

**2. Bilingual Differential Allowance**

- a. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year) based on full time employment for twenty six (26) pay periods at eighty hours per pay period.
- b. Beginning the latter of full adoption of the successor collective bargaining agreement or the pay period which contains January 1, 2016, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).

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

**3. Termination of Compensation**

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

- a. The employee terminates his/her employment with the County.
- b. The employee is released from County employment.
- c. The position is determined to no longer require bilingual skill.
- d. The employee is assigned to a position not requiring the bilingual ability.

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

- a. Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:
  - 1) Name and class of each employee recommended for duties requiring bilingual skills.
  - 2) A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
  - 3) Location of assignment.
- b. An employee may appeal the recommendation of the department head to the Director of Human Resources 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.
- c. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.
- d. A department head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission which shall make a final decision to approve or deny the request.

**G. SHIFT DIFFERENTIAL**

1. Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
2. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m.

Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.

- a. 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.
- b. 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.

## **H. OVERTIME**

For employees covered by the Fair Labor Standards Act (FLSA), overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. Overtime shall be paid at the rate of one and one-half times the employee's rate of pay.

## **I. OVERPAYMENTS AND UNDERPAYMENTS**

1. 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 a Union representative to any such meeting. As used in this section:
  - a. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  - b. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  - c. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  - d. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  - e. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  - f. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

2. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
  - a. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of the employee's biweekly earnings.
  - b. Full payment by personal check, money order, or cashier's check.
  - c. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
3. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
  - a. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of the employee's biweekly earnings.
  - b. Full payment by personal check, money order, or cashier's check.
  - c. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
  - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
4. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
5. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.
6. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
7. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
8. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this

section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

9. The provisions of this section apply only to errors involving earnings, 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.

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.

#### **SECTION 7. PAID TIME OFF**

- A. An Extra-Help employee shall accrue paid time-off (PTO) at the rate of 0.034 (three one-hundredths and four one-thousandths) hours of PTO earned for every full hour worked rounded to three decimal points, and a pro-rata amount for each partial hour worked rounded to three decimal points. Such PTO is in lieu of any other type of paid leave or holiday time off except as provided in B. below.

An Extra Help employee may use PTO for any reason in lieu of a scheduled work day, or portion of a scheduled work day, (examples include, but are not limited to being ill, medical appointment, to care for a family member, holiday, vacation) but the Extra Help employee is required to secure supervisory approval in advance of such PTO use.

- B. Employees represented in these units shall be entitled to necessary time off with pay, during the regularly scheduled working hours, for the purpose of taking qualifying examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

#### **SECTION 8. HEALTH AND SAFETY**

- A. 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 equipment and protective clothing as is required to conform with this section.
- B. Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.
- C. The County will develop guidelines for future purchases of video display terminal (VDT) equipment and will meet with the Union to review and discuss such guidelines prior to their final adoption. Departmental safety committees shall consider other VDT-related safety issues.

#### **SECTION 9. GRIEVANCE PROCEDURE**

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. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner:

**A. INFORMAL DISCUSSION:**

An attempt shall be made to settle all grievances on an informal basis by discussion between the immediate supervisor and the employee before submitting it to the formal written grievance procedure.

**1. Step 1**

If the grievance is not settled on the informal discussion basis, the employee shall submit his/her grievance in writing to his/her immediate supervisor within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance. The grievance shall be submitted on the forms provided for this purpose, a copy of which shall be forwarded to the Director of Human Resources or his/her designee. Upon receipt of the formal grievance, the immediate supervisor shall confer with the grievant and/or his/her representative and shall render a decision in writing to the employee and his/her representative within fifteen (15) days after receipt of the grievance.

**2. Step 2**

If the grievant is not satisfied with the decision rendered at a lower level, he/she may appeal the decision to his/her department head within ten (10) days of receiving his/her immediate supervisor's decision. Upon receipt of the appeal, the department head shall review the grievance and the immediate supervisor's decision and, as necessary, confer with the employee or his/her representative, and within fifteen (15) days after receipt of the appeal, render a decision in writing to the employee and his/her representative.

**3. Step 3**

If the grievant is not satisfied with the decision rendered by the department head, he/she may appeal the decision to the Director of Human Resources or his/her designee in writing, 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 fifteen (15) workdays in which to investigate the issues, meet with the complainant and shall render a decision in writing which shall be final and binding upon the parties involved. A grievance shall be initiated in writing on the Solano County Grievance Form.

**SECTION 10. WORKERS' COMPENSATION (WC)**

**A.** In accordance with California Labor Code Section 3201 et seq., the County is self-insured for Workers' Compensation benefits at no cost to the employee.

- B.** The provisions of this Section shall apply, following and industrial injury or illness, if the County determines that the accident was work related and the employee is under the treatment of a licensed physician or other licensed provider as defined in Section 4600 of the Labor Code.
1. An employee who sustains an industrial injury or illness shall immediately inform his/her supervisor. Upon notification of the industrial injury/illness, the supervisor will initiate the appropriate forms and provide the employee with an Employee Claim for Workers' Compensation Benefits form. The supervisor will forward all pertinent forms and documentation to the County's workers' compensation claims administrator.
  2. Pursuant to Labor Code Section 4600, the County has the right to designate and select the treating physician for an industrial injury/illness unless the employee has notified the County in writing, prior to the date of injury or illness that he/she chooses to be treated by a personal licensed provider. This does not preclude the employee from seeking emergency treatment from a person of the employee's choice who is authorized to give treatment under applicable State laws (i.e., physician, psychologist, and chiropractor). The treating provider shall report the injury/illness and treatment directly to the County's designated claims administrator with a copy to the County Risk Manager.

## **SECTION 11. UNIFORMS**

### **A. UNIFORM REIMBURSEMENT**

The County agrees to reimburse Correctional Care Nurses who satisfactorily complete the initial two hundred (200) hours of County service a maximum of \$60.00 (sixty dollars), as reimbursement for lab coats. The employee must present a receipt as proof of purchase.

### **B. UNIFORMS PROVIDED**

Health Care personnel who are required to wear lab coats will have them provided by the County.

Animal Shelter Attendants will be provided a jump suit at the time of hire.

## **SECTION 12. 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, shall be reimbursed by the County up to a maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented.

Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

## **B. CLAIMS**

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

## **C. AUTHORIZED USE – OFFICIAL COUNTY BUSINESS**

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her 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 normal 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 and 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 normal 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.

### **Suggested 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.

### **SECTION 13. RETIREMENT**

- A.** An Extra-Help employee who works more than nine hundred ninety-nine (999) hours in a fiscal year shall become a participant in the Public Employees' Retirement System (PERS). Both the County and the employee will make contributions to PERS based on the employee's gross earnings, for all hours worked over 999 hours in a fiscal year. An Extra-Help employee's contributions will be made through payroll deductions.
- B.** For those extra help employees enrolled in PERS, effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA" tier.

- C.** PEPRA Basic Retirement Formula

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

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

- D.** Disputes over PEPRA

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **Section 9**, Grievance Procedure. 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**

The County's contract with the PERS provides the Miscellaneous Retirement (2.7% @ age 55) for extra-help PERS enrolled employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **13.F** below.

The County's contract with the PERS provides Safety light Retirement (2% @ age 50) for extra-help PERS enrolled employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **13.F** below.

**F. Pre-PEPRA Tier 2**

The County amended its contract with CalPERS to provide extra-help employees who enrolled in PERS on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection **13.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 **13.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **13.C** above.

The County amended its contract with CalPERS to provide extra-help employees who enrolled in PERS on or after May 4, 2012 in bargaining unit classifications with a Safety light Retirement formula of 2% @ age 55 in lieu of the 2% at 50 formula described in subsection **13.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 **13.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **13.C** above.

**G. Employee Payment of PERS Member Contributions**

**1. PEPRA Member Contributions**

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

**2. Non-PEPRA Member Contribution**

Employees subject to the Pre-PEPRA formulas described in paragraphs **13.E** and **13.F** above will, contribute the applicable PERS member contribution by payroll deduction.

**3. Employee Payment For Pre-PEPRA Formula Enhancement.**

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty

(20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the 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. **(Appendix D)**

In July 2002, the County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula. The cost of this benefit was established by PERS (\$10,150,111). 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. **(Appendix E)**

#### **H. Pre-Tax Treatment PERS Member Contributions**

To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution 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.

### **SECTION 14. SOCIAL SECURITY AND MEDICARE**

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

### **SECTION 15. 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 offer 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 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.

## **SECTION 16. INSURANCE**

**A.** At the request of the Union, the County will cooperate in the conducting of an election to determine if unit employees wish, at their own expense, to participate in the State Disability Insurance program.

**B.** For an employee eligible for employer-sponsored health insurance under the County's Affordable Care Act policies/procedures, the County shall contribute as follows:

### Medical Insurance

The County shall contract with the California Public Employees' Retirement System for health insurance under the Public Employees' Medical and Hospital Care Act ("PEMHCA"), with an effective date for health insurance not earlier than June 1, 2015.

The County's monthly contribution to provide health insurance benefits for the individual eligible employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.

### Cafeteria Plan

Effective June 1, 2015, the County's contribution to the cafeteria plan shall be set at a "pro-rata amount" of 75% of the 2015 PEMHCA Bay Area Kaiser Permanente family rate less the amount of the PEMHCA MEC. The "pro-rata amount" shall be defined as 75% of the total sum of the PEMHCA MEC and the cafeteria plan contributions, and of which the full value of the PEMHCA MEC shall be allocated first and all remaining County contribution shall be allocated to the cafeteria plan second.

The County's contribution toward the cafeteria plan may be used toward the cost of medical insurance only.

## **SECTION 17. NO STRIKE/NO LOCKOUT**

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

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

## **SECTION 18. 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 such provisions shall be restrained by such tribunal, the remainder of this Agreement shall not be affected hereby.

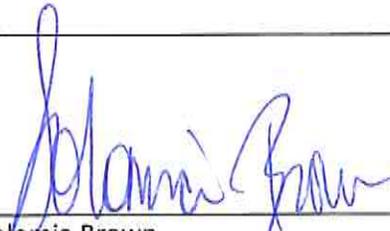


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Kimberly Young  
Senior Human Resources Analyst

Date

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 8/8/19  
Date

Solomia Brown  
SEIU 1021 Member

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 8-8-19  
Date

Nicole Chavira-Garcia  
SEIU 1021 Member

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 8-8-19  
Date

Renita Cogburn  
SEIU 1021 Member

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Sarah Creighton  
SEIU 1021 Member

Date

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Gloria Doyel  
SEIU 1021 Member

Date

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 8-8-19  
Date

Elizabeth Garcia-Reyes  
SEIU 1021 Member

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 8-8-19  
Date

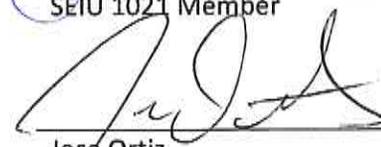
Kathy Gillespie  
SEIU 1021 Member

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 8-8-19  
Date

Jewel Hailey  
SEIU 1021 Member

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 8-8-19  
Date

Jose Ortiz  
SEIU 1021 Member

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Jaron West  
SEIU 1021 Member

Date

## **APPENDIX A. LIST OF CLASSIFICATIONS**

**For those classifications listed in Units #2, 7, 9, 12 and 15 are covered by this Agreement as extra-help classifications.**

**APPENDIX B. SALARY SCHEDULE**

**Unit #82 - Extra-Help Registered Nurses**

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #2 collective bargaining agreement.

**Unit # 87 - Extra-Help Regulatory, Technical, and General Service Employees**

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #7 collective bargaining agreement.

**Unit #89 - Extra-Help Clerical Employees**

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #9 collective bargaining agreement.

Current:

Job Title - Unit 89	Step 1	Step 2	Step 3	Step 4	Step 5
Departmental Aide-Clerical(EH)					12.000000
Elections Clerk (Extra Help)	18.167432	19.075762	20.029576	21.03092	22.082518
Library Departmental Aide (EH)					12.000000

2. For those extra-help classifications not described in Unit #9 collective bargaining agreement, effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in the table above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
3. Effective the beginning of twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.

5. Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

#### **Unit #90 - Extra-Help Probation Employees**

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #12 collective bargaining agreement.

**APPENDIX C. NOT IN USE**

## APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION

### Agreement between the County of Solano and SEIU, Local #1021 Regarding CalPERS 2.7% @ 55

PERS retirement enhancement – provide for the 2.7% @ 55 formula effective as soon as practicable following ratification of this contract extension. Therefore, the cost of this benefit as established by PERS (\$75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

1. Amount due to the County each year = Total cost divided by 20 years.
2. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the prior year.
3. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
4. The percentage amount deducted from each employee = Divide the average pay back per
5. Employee per pay period by the average per pay period of PERS Reportable salary.
6. The percentage amount deducted from each employee shall be no more than 3% cap.
7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
8. The amount due from each employee will be the first pay period in November.
9. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.

**APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued**

Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.

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

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

## **APPENDIX E – REGARDING PAYMENT OF ENHANCED PENSION**

### **Agreement between the County of Solano and SEIU, Local #1021 Regarding CalPERS 2% @ 50**

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.

## **SIDE LETTER OF AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and SEIU, Local  
1021

Regarding Library Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Units # 82, 87, 89, hereinafter referred to as the "Union."

This side letter of agreement will apply to all divisions of the Solano County Library. The County shall comply with the branch library hours as adopted by the Solano County Board of Supervisors. The branch libraries will be open within the following parameters:

- Mondays through Thursday – 9:00 am – 9:00 pm
- Fridays – 9:00 am – 5:00 pm
- Saturdays – 9:00 am – 5:00 pm
- Sundays – 12:00 noon – 6:00 pm

Workweek is the County standard, begins 12:01 am Sunday and ends at 12:00 midnight on Saturday.

Employees' regular work week shall be scheduled from Monday through Saturday. All hours worked on Sundays will be in addition to an employee's work schedule. Permanent Regular full-time employees will be paid overtime and permanent regular part-time employees will be paid at the appropriate straight time rate for up to five (5) hours on Sundays within the requirements of the Fair Labor Standards Act and the applicable provisions of the appropriate memorandum of understanding.

Full-time staff in the public service and automation divisions shall be scheduled in the following manner:

- Staff will work alternate monthly schedules. For one month at a time, a portion of the staff will work Monday through Friday and a portion of the staff will work Tuesday through Saturday. On the first Monday of each month, the staff will switch schedules so that those staff who were working Monday through Friday the previous month will work Tuesday through

Saturday the following month and vice versa. In some divisions (e.g., branch) some employees may work two Monday through Friday schedules in a row and rotate into a Tuesday through Saturday schedule on the third month. For the months of December and January, staff will work the same schedule for those months in order to switch monthly schedules every year so holidays can be equitably distributed.

- Each employees' monthly work schedule will be determined before Sunday schedules are created to give staff an opportunity to plan the Sundays for which they would like to sign up.
- Because these alternate monthly work schedules are being developed in an attempt to provide staff with two days off in a row, there may be some days, such as Mondays, during which staff may work non-traditional business hours (e.g., 10:00 am – 7:00 pm) in order to provide adequate desk coverage.
- When staff is working a Tuesday through Saturday schedule they may be required to work two (2) split weekends within each eight week period.
- When a holiday falls on an employee's regular day off, the employee will be given 8 hours of holiday compensatory time off (CTO) in accordance with the Memorandum of Understanding (MOU). Use of CTO will follow guidelines set forth in the MOU.
- Part-time staff will work an equal number of Saturdays and Sundays as the full-time staff.
- These are the parameters within which the divisions will operate but there may be variations from division to division based on the needs of the Library.

The following designated holiday hours will apply to all library divisions:

- Easter Sunday - always closed.
- When Christmas, New Year's or July 4th fall on Saturday, Sunday or Monday – closed on Sunday.
- When Veteran's Day or Lincoln's Birthday fall on Sunday – closed on Sunday.
- When Christmas Eve and New Year's Eve fall on Monday, Tuesday,

Wednesday or Thursday, the libraries will be open 10:00 am – 5:00 pm. On Thanksgiving Even, libraries will be open 10:00 am – 5:00 pm.

- When Lincoln's Birthday, July 4th, Veteran's Day, Christmas and New Year's days fall on Saturday - closed on Saturday.

Sunday hours will be staffed in the following manner:

- Adequate staff to meet the needs of the community will be assigned. The Library shall attempt to staff all libraries with one-half (1/2) permanent staff and one-half (1/2) extra help. A least one permanent employee from the branch will be assigned. No section will be staffed by a Departmental Aide alone.
- Extra-help employees will be recruited and assigned to work Sunday hours on a regular basis.
- A sign-up for Sunday hours will be circulated every four (4) months for employees to volunteer for specific Sunday hours. Employees will indicate branch preferences and may sign up to work at other than their regularly assigned branch with appropriate training and supervisory approval.
- Any Sunday staff hours that have not been either assigned to extra-help employees or voluntarily assigned will be assigned on a mandatory basis. The criteria for assigning mandatory Sunday hours are: operation needs of the Library, indicated employee preferences and employee experience in the class. The Director or his/her designee shall make all assignments and her/his decision shall be final and not subject to further appeal or the grievance procedure.
- Mandatory Sunday hours will be equitably distributed for all appropriate classes of Library staff within each cluster group of branch libraries over each year of operation.
- After the posting of the next four (4) months Sunday schedule, employees may trade Sunday assignments with supervisory approval.
- Requests for religious exemptions from/accommodation for Sunday work will be considered within the guidelines provided by County Counsel in accordance with applicable laws.
- Building supervision will follow branch lines of authority.

Employees will not be scheduled for split shifts except at the affected employee's request or as arranged with the employee. The Library will make every effort when operationally feasible to accommodate employee preferences on days off.

**COUNTY:**

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

Date: \_\_\_\_\_

**Union:**

*Del Mallory*  
\_\_\_\_\_  
Del Mallory  
Area Director

Date: 8/8/2019

**Amendment to the Memorandum of Understanding between  
The County of Solano and the Service Employees International Union Local 1021**

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union Local 1021 which represents Units 82, 87, 89, and 90. The following language will be added to the Memorandum of Understanding in **Section 1D** for the following collective bargaining agreement:

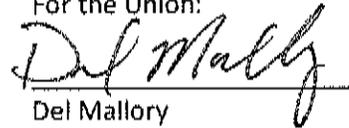
<u>Bargaining Unit(s)</u>	<u>Term</u>
Units 82, 87, 89, 90	November 5, 2019 – October 21, 2022

"This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 21, 2022 or prior to May 25 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."

For the County:

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

For the Union:

 8/8/2019  
\_\_\_\_\_  
Del Mallory  
Area Director



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	7	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-564	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with Northstar-IS for \$79,286.03 to provide enhanced services for the TACOMA project in the Department of Health & Social Services, Older & Disabled Adult Services from August 13, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services recommends the Board Approve a contract with Northstar-IS for \$79,286.03 to provide enhanced services for the TACOMA project in the Department of Health & Social Services, Older & Disabled Adult Services from August 13, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract.

### **SUMMARY/DISCUSSION**

In 2014, Older & Disabled Adult Services (ODAS) began a transition for the In-Home Supportive Services (IHSS) program. The name TACOMA is a neologism describing the purpose of the project - to Transform Content Management. For IHSS, the TACOMA project provides technological efficiency by transitioning from a paper-based storage system to an electronic storage system. Past work on TACOMA included: a process transformation to complete IHSS intakes and reassessments via a paperless process; an update to the procedures for intakes and reassessments, including inter-county transfers and case assignment tasks; continued expansion of TACOMA processes including the automation of quality assurance tasks with the development of an automated review and results sheet and the automation of the state quarterly report; development of automation of Mental Health assessment tools and verified user privileges to ensure confidentiality of case notes; and refinement of supervision tools for case closure and case assignments.

This contract is for Phase V, which continues to expand the activities of the TACOMA project including the creation of several new State required forms and reports, addition/modification of case narrative pages, modification of existing forms to include specific state required case documentation language, and creation of an electronic workflow for supervisor review.

The TACOMA project has taken a system of paper case files to a paperless process using electronic management and operations. The electronic process provides uniformity in case management and an improved delivery system for IHSS intakes and reassessments. TACOMA has enabled ODAS social workers to achieve increased efficiency and consistency for IHSS intakes and reassessments and has allowed ODAS social workers to become a mobile workforce.

**FINANCIAL IMPACT:**

The contract is funded with federal/State revenues and County General Fund included in the Department's FY2019/20 Approved Budget. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board can choose not to approve this contract with Northstar-IS, however, Phase V activities are vital to the continued efficiency and consistency in ODAS and to build on the success of the TACOMA project.

**OTHER AGENCY INVOLVEMENT:**

The Department works with the Solano County Department of Information Technology to coordinate the TACOMA project.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER: 03653-20
Dept., Division, FY. #)
H&SS, ODAS
BUDGET ACCOUNT: 7641
SUBJECT ACCOUNT: 2261

1. This Contract is entered into between the County of Solano and the Contractor named below:

Northstar-IS, Inc.
CONTRACTOR'S NAME:

2. The Term of this Contract is:

7/1/2019 to 6/30/2020

3. The maximum amount of this Contract is:

\$79,286.03

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on July 3, 2019.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name (Northstar-IS, Inc.), signature (Robert Kyhn), address (12401 Folsom Boulevard), date (07/08/2019), county administrator (Birgitta E. Corsello), and county council member (Bernadette Curry).

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

## **EXHIBIT A** **SCOPE OF WORK**

The Contractor has performed Phases 2-4 during the previous contract period. Those services included:

Phase 2 - update all TACOMA procedures (Intake, reassessments, ICT, Case Assignment Processes etc.)

- Developing and Scheduling refresher courses for TACOMA
- Begin work with ATI to incorporate FLSA enhancements in the current IVR/IWR scripts.
- Start meetings 7/11/2017 with Social workers who have volunteered to create a comprehensive User Guide for FAQs
- Ongoing TACOMA support
- TACOMA Phase III including QA, Mental Health Clinicians, Updates to Case Narrative and more. Phase IV CALENDAR/Time study -
- Client name, city phone– meeting type
- Home Visit Case Type
- APS: emergency response (client name) , case management (client name), telephone case management (name)
- IHSS: RA, intake, ICT overdue (client name)
- Meetings – supervision, fair hearings – with client name, staff meeting: unit, all staff, APS, IHSS, MDT with client name
- Consultation with Social Worker, Supervisor, inside organization, outside organization (with client name)
- Lunch, vacation, sick leave - non allocable time for time study.

Contractor will now perform Phase 5 services as follows:

Professional service hours to be billed as performed for “Phase 5” activities. Phase 5 activities are to include the following:

- A. Create New Forms
  - a. SOC 2255
  - b. SOC 2256
  - c. SOC 2272
  - d. Review Materials
- B. Add/Modify Case Narrative pages
  - a. New Medical Accompaniment area
  - b. Update Protective Supervision Section
  - c. Move Alternative Resources to each Task area
  - d. Create hyperlink to IHSS Reference guide
- C. Modify Tasks
  - a. Modify/Delete Medical Accompaniment Task
  - b. Modify Rubbing-Repositioning Page to meet State criteria
  - c. Add specific state required case documentation language
- D. Minor Formatting of existing forms
  - a. Add spacing to Narrative email template
  - b. Add page numbers to Narrative
  - c. Possibly decrease page count/size of Narrative

- E. Create Supervisor Case Review Workflow
  - a. Create form for Supervisor Case reviews
  - b. Build Workflow for Supervisor Case Reviews
- F. Create new Report forms
  - a. Create Child Case report and Rush Case Report
  - b. Create Report for Total # of SW carried Cases
- G. Review Form Data with TACOMA DOIT

## 1. TIME STUDY

- A. Provide Time Study entry forms (using Formatta) for classifications within IHSS and APS. Time study forms are to be filled out and submitted daily by workers. Workers will be responsible for knowing the specific codes and form to use, based on their role and schedule. All activities will be logged in 15-minute intervals with no lapses in time unless it is accompanied by a leave slip.
- B. Provide supervisors with the ability to view status (submitted or not submitted) of Time Study entry forms for the employees they manage.
- C. Provide supervisors with the ability to view case assignments, case load, and cases completed by the workers they manage. Supervisors would be able to track whether cases are meeting State mandate of granting within 45 days of application/case assignment.
- D. Provide Time Study reports that can be generated by workers quarterly for the given month. Workers who have completed their entry forms throughout the Time Study period will have the ability to pre-populate their Time Study report based on their Time Study entry form submissions.
- E. Provide supervisors the ability to generate a “random” case number or a targeted case number for review.
- F. Provide a Tally Sheet form to review the number of case types completed by case workers throughout a given month.
- G. Provide supervisors the ability to view a summary of a social worker’s work history, based on the Time Study entry form submissions, for a given day, week, or month.
- H. Provide a check box for supervisors to indicate that they have reviewed their cases for the month. This data element will be stored in a DB to allow reporting of cases reviewed / not reviewed.

## 2. MENTAL HEALTH

- A. Provide an Assessment Tool form in Formatta for the Mental Health Clinicians that can be viewed within the Document Management System (DMS). This tool will be secured in a confidential repository within the DMS, with only users with specific permissions allowed access.
- B. Provide a Case Note form in Formatta that can be updated as needed to ensure access to current and past information associated with each person utilizing Mental Health Clinician services. All case notes will be updated and stored in compliance with Solano County retention policies. The Case Notes will be in the Behavior/Intervention/Response/Results/Plan (BIRP) format.
- C. Provide an Appointment Letter form and a Failure to Contact Letter form in Formatta. Functionality and format to mimic existing IHSS Appointment Letter and Failure to Contact Letter.
- D. Provide a Consent Form.
- E. Provide supervisors with the ability to view case closure dates and case assignment counts.
- F. Creation of specialized applications within the DMS to store and access all MHC case work.

**3. QUALITY ASSURANCE**

- A. Make modifications to existing QA form to include data fields needed to populate QA report.
- B. Provide a QA report to mimic existing excel report.
- C. QA report to autofill based on entries made in QA form.

**4. ADDITIONAL FORMS & MODIFICATIONS TO EXISTING FORMS**

- A. Program Integrity Unit (PIU) No Timesheet Activity Letter.
- B. Program Integrity Unit (PIU) Overpayment Letter.
- C. Program Integrity Unit (PIU) Demand Letter.
- D. Program Integrity Unit (PIU) Overpayment Billing Statement.
- E. Social Service Worker Referral.
- F. IHSS Welcome Letter to include an applicant confirmation number.
- G. Modify Spanish letters to correct date format.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. BUDGET DETAILS:**

**Software and Maintenance Costs**

Quantity	Description	Annual Maintenance Costs	Total Cost
1	Formatta Forms Designer, Single Server User License – Annual Maintenance	\$80.00	\$80.00
1	Formatta Solution Suite Incremental 50,000 Form Submissions, per Server, per Year – Annual Maintenance	\$7,900.45	\$7,900.45
3	Captiva 100k Pages Per Year – Annual Maintenance	\$1,086.86	\$3,260.58
		<b>Sub-Total</b>	<b>\$11,241.03</b>

**Northstar-IS Professional Services**

Quantity	Description	Unit Price	Total Cost
370	Professional Service Hours	\$165/hr.	\$61,050.00
1	*Annual hotline support		\$6,995.00
		<b>Sub-Total</b>	<b>\$68,045.00</b>
		<b>TOTAL</b>	<b>\$79,286.03</b>

*\*Annual hotline support to cover 6/30/19 - 6/30/20. Northstar-IS to provide hotline support for Formatta during normal business hours (8AM – 5PM PST) M-F excluding holidays.*

**2. METHOD OF PAYMENT:**

Upon submission of a Solano County vendor claim and invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, as set forth in Section A of Exhibit C, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

**3. ACCOUNTING STANDARDS:**

- A. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for not-for-profit organizations/governmental entities. Additionally, Contractor must submit claims for payment under this Contract using either a cost allocation method or a direct billing method.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under 2 Code of Federal Regulation (CFR) part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).
- C. Charges submitted by Contractor based on a direct billing method must be supported by appropriate invoices that sufficiently document the expenditure.
- D. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

**4. PERSONAL PROPERTY:**

- A. Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:
  - 1) Purchases of computer, software, and printers regardless of cost.
  - 2) Purchases of other personal property over \$1,500.
- B. Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to 2 CFR part 225).

**5. FINANCIAL STATEMENTS AND AUDITS:**

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If contractor is not required by federal and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.
- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, state or federal government conducts an audit.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$2,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |                    |  |
|-----------------------------|--------------------|--|
| (1) Cyber Liability:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | <b>\$2,000,000</b> | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.  |

**County of Solano  
Standard Contract****General Terms and Conditions**

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## 8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## 10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

#### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## 25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## 26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## 27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## 28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

### **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

### **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

### **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

### **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency

that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**HIPAA CONTRACTOR AGREEMENT**

Contractor shall execute the form attached as Exhibit "D-1".

SOLANO COUNTY  
HIPAA CONTRACTOR AGREEMENT

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**Northstar-IS, Inc.**

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This Exhibit shall constitute the Business Associate Agreement (the “Agreement”) between the County of Solano (the “County”) and the Contractor (the “Contractor”) and applies to the functions Contractor will perform on behalf of the County (collectively, “Services”), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

**I. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
- 4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- 5. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- 6. **Designated Record Set** means the same as defined in 45 C.F.R. § 164.501.
- 7. **Electronic Protected Health Information (ePHI)** means the same as defined in 45 C.F.R. § 160.103.
- 8. **Electronic Health Record** means the same as defined shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
- 9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law means the same as defined** in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
  - a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
  - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
  - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

## **II. OBLIGATIONS OF CONTRACTOR**

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

## **III. USES AND DISCLOSURES**

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
  - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
  - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - c. As required by law.
  - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.

6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

#### **IV. MINIMUM NECESSARY**

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

#### **V. APPROPRIATE SAFEGUARDS**

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

#### **VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR**

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

#### **VII. ACCESS TO PROTECTED HEALTH INFORMATION**

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.

2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

#### **VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION**

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

#### **IX. ACCOUNTING OF DISCLOSURES**

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

## **X. GOVERNMENTAL ACCESS TO RECORDS**

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Contractor's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

## **XI. CERTIFICATION**

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

## **XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-3198 and [hss-compliance@solanocounty.com](mailto:hss-compliance@solanocounty.com) or 707-784-3198 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.

8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

### **XIII. TERMINATION OF AGREEMENT**

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

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### **CERTIFICATION**

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I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

*R. Lyhr*



07/08/2019  
12:19 PM EDT

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Signature



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

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<b>Agenda #:</b>	8	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Report	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-581	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Accept the 2018 Annual Report from the Solano County Mental Health Advisory Board, as required by California Welfare and Institutions Code 5604.2		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - MHAB Annual Report		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X

Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS), on behalf of the local Mental Health Advisory Board, recommends that the Board accept the 2018 Annual Report from the Solano County Mental Health Advisory Board, as required by California Welfare and Institutions Code 5604.2.

### **SUMMARY:**

The Mental Health Advisory Board (MHAB) is a statutorily appointed board that is responsible for oversight of the functioning of the public mental health system. The MHAB is appointed by the Board of Supervisors and consists of at least 50% mental health consumers (family members and direct consumers) who reflect the ethnic and cultural diversity of Solano County. MHAB members serve in a volunteer capacity. At the start of 2018 there were 10 members of the MHAB, however two members resigned during the year. The Board consisted of eight members at the end of 2018 and additional members were poised to begin participation in 2019.

The MHAB continues to provide input to the Behavioral Health Director on issues that the community and members prioritize. There is a collaborative working relationship and mutual sharing of information across the MHAB, H&SS staff and contract providers to Behavioral Health.

### **DISCUSSION:**

Each California County that contracts with the State Department of Health Care Services to provide services under the Mental Health Plan is obligated to maintain a Mental Health Advisory Board as a means of ensuring that communities are aware of and have say in the mental health system of care in their county. In addition to the formal duties outlined below, the MHAB hears concerns from citizens who have interacted with the mental health system, receives suggestions for improvement, and provides an opportunity for the public to meet with select staff and become informed on high level issues affecting Health and Social Services, Behavioral Health

Division.

California Welfare and Institutions Code section 5604.2. et. seq. mandates that each community mental health service shall have a mental health board charged with some or all of the following responsibilities:

1. Review and evaluate the community's mental health needs, services, facilities and special problems.
2. Review any county agreements entered into pursuant to section 5650 of the California Welfare & Institutions Code.
3. Advise the governing body and the local Deputy Director of Behavioral Health [Mental Health Director] as to any aspect of the local mental health program.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the governing body on the needs and performance of the County's mental health system.
6. Review and make recommendations to the Board of Supervisors on applicants for the appointment of the local Mental Health Director [Deputy Director, Behavioral Health]. The board shall be included in the selection process prior to the vote of the governing body.
7. Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.

The MHAB Annual Report serves as a public record of this body's activities and accomplishments in 2018. The report highlights the efforts by the advisory board to increase its understanding of the programs offered across the system and the way that they intersect with other County departments in order to benefit the Solano County community.

**FINANCIAL IMPACT:**

The costs associated with preparing this Report and Board item are included in the H&SS FY2019/20 Adopted Budget. The MHAB members volunteer their time as board members.

**ALTERNATIVES:**

The Board of Supervisors could choose not to accept the MHAB Annual Report. This is not recommended because the report showcases the accomplishments and contributions of the Mental Health Advisory Board and whose bylaws, and Welfare and Institutions Code 5604.2, require an annual submission of the report to the Solano County Board of Supervisors.

**OTHER AGENCY INVOLVEMENT:**

The Solano County Mental Health Advisory Board has reviewed the attached Annual Report for submission to the Board of Supervisors. Supervisor Monica Brown serves as the Supervisor appointed to the Mental Health Advisory Board.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**



# Mental Health Advisory Board

## Annual Report 2018

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Next Steps _____	11

## Letter from the Chair

As Chair of the Solano County Mental Health Advisory Board (MHAB), we are pleased to present this Annual Report to those who have been directly or indirectly touched by mental illness, and those concerned with the quality of behavioral healthcare locally.

The members of the MHAB care deeply about mental health issues, the people experiencing mental health illness, and their families. The MHAB works to champion a progressive system of seamless, accessible and effective services that advances wellness, recovery and resiliency for individuals, families and communities – making certain special attention is given to the cultural and linguistic needs of those served. We continue to look for ways to improve care by listening to the concerns of the community through the lens of our personal experience as consumer advocates, family members, and community leaders.

Working hand in hand with the Department of Health and Social Services, Behavioral Health Division, the MHAB seeks and promotes the most effective methods to educate the public and change some of the negative perceptions attached to those in the community living with behavioral health issues. Through internal and external educational presentations, those who attend MHAB meetings gain a larger understanding of the potential for wellness in our county.

The MHAB serves to champion community awareness of mental health issues, support service availability, and reducing stigma associated with getting the help people need. The Board meets regularly once a month on the third Tuesday from 4:30PM-6:00PM, except in July, for a total of eleven public meetings per year.

*Heather Theaux Venezio*

*Mental Health Advisory Board Chair*



## Letter from the Behavioral Health Director

The Mental Health Advisory Board continues to strive to make a difference to the community. The MHAB is comprised of community representatives, consumers of mental health services, and family members of loved ones with mental illness, all of whom are committed to mental health issues and community mental health services. Our MHAB is committed to promoting awareness about mental health, reducing stigma and discrimination, promoting diversity, and supporting the recovery from mental illness. Together, along with Behavioral Health staff and the contract provider organizations that create a service system, we strive for access to high quality services to achieve mental health wellness for the community.



Over this last year the Advisory Board has been an active voice in issues related to service access and reducing stigma. This is aligned with the Division focus on improving access and service delivery to the identified under-represented communities in Solano County: Latinos, Filipinos and LGBTQ adults and youth. These efforts are grounded in several action plans developed collaboratively between County, contract providers, and community members, each designed with particular strategies that are aligned with the Culturally and Linguistically Appropriate Services (CLAS) Standards. These plans will be implemented over the next one to two years, alongside other improvement initiatives.

The service system has been challenged with many additional State and federal regulations associated with the funding we receive for Medi-Cal service delivery. Along with increased administrative demands, the service delivery challenges continue in their complexity; our clients have more medical conditions and unmet psycho-social needs, including the housing and homelessness crisis that exists in California. The turnover in operation of the local large shelter and the closure of another small shelter posed a huge challenge to our clients, providers, and the community.

One of the most significant service delivery changes in 2018 was the transition of the Crisis Stabilization Unit to a new vendor, Crestwood Behavioral Health. This has required collaboration with service providers, law enforcement, and hospital partners. Feedback from service recipients has been positive and the setting is perceived as much more welcoming and recovery-oriented.

We are also addressing additional service obligations that come with AB 1810, a new jail diversion law that allocated no new funding. As a Stepping Up County, this is aligned with the MHAB's intent to reduce the number of mentally ill adults in jails, prioritizing treatment over criminal justice alternatives when possible.

MHAB meetings are an opportunity for meaningful engagement with community members, where they can ask questions, provide input, and discuss the impact of mental health services in Solano County. I welcome any questions or feedback about our work and invite you to attend our monthly meetings.

*Sandra Sinz, LCSW*

*Behavioral Health Director*

## Meet the Board Members

**Supervisor Monica Brown:** As the Supervisor for District 2, Monica Brown brings her background as a classroom teacher of 39 years and a former Trustee at Solano Community College to her position as a Supervisor. Seeing the devastating impacts of poverty on families in her community, Monica is dedicated to providing resources to those who need them most. Monica is dedicated to using her position as a County Supervisor to help solve homelessness and provide more services for mental health in Solano County.



**Heather Theaux Venezio:** Ms. Theaux Venezio is the Trauma Program Director for NorthBay Medical Center and a pediatric liaison nurse. She earned a BA in Psychology from University of Massachusetts at Amherst, a BS in Nursing from University of Louisiana at Lafayette and a MS in Developmental Psychology from Virginia Polytechnic Institute and State University. Heather was appointed to the MHAB in 2015 and she is the current Board Chair.

**Denise Coleman:** Denise Coleman represents the perspective of consumers and family members with lived experience interfacing with the mental health system. She participates in the MHAB to promote awareness and recovery. Ms. Coleman has received “Peer to Peer” training, “Recovery Training” and voluntarily facilitates connection groups with the Solano County National Alliance on Mental Illness (NAMI) and Solano County’s Behavioral Health Wellness & Recovery program. She is also working in a local mental health contract provider program.



**Elizabeth de la Torre:** Elizabeth de la Torre has over thirty years of experience working in the field of Human Services with over 20 of those years working with Mental Health/Behavioral Health as a consumer and advocate. Her focus has been inclusion of consumers in the process of establishing Mental Health Services Act (MHSA) protocols that are “for consumers, about consumers.” Ms. de la Torre is dedicated to outreach in the underserved Latino communities and strives to eliminate stigma associated with mental health issues. Ms. de la Torre’s goal is to continue as a voice for consumers and their families and would like to see consumers encouraged to be a voice in their own programs.

**Jules D. (J.D.) Hatchett:** J.D. Hatchett is a consumer of mental health services who uses his experience of recovery from mental health disorders to support others in recovery. Mr. Hatchett currently works with The Circle of Friends and the local National Association of Mental Illness (NAMI) to provide peer support to mental health consumers. Mr. Hatchett’s experience and involvement with the California Department of Corrections and Rehabilitation (CDCR) and Sacramento County of Education inmate re-entry program serves as a driving voice for the MHAB to advocate for mental health consumers. Mr. Hatchett also oversees a Transitional Housing Sober Living Environment program and has a deep understanding and ability to communicate with



the homeless mentally ill population. A native of Vallejo, Mr. Hatchett thrives by staying active in his local community and being of service to helping others.



**Alexandra Winston:** Alexandra Winston has served on the Solano County Mental Health Advisory Board since May 2018. Her interest in serving, like many involved, stems from having close family and friends that have minor to severe behavioral health/mental health issues. Some of the primary goals that she hopes to achieve on the Advisory Board are to increase communications between law enforcement and family members of those with mental illness, address the stigma of mental illness, continue to practice transparency and have open dialogue to address everyone's needs, and to advocate for cultural humility, education, and training

for staff and community members. Alexandra's career experience includes working at the American Lung Association in California as an Advocacy/Government Relations Manager, Alameda County Public Health Department as a Policy Specialist, and currently as an Aide to Solano County Supervisor Skip Thomson. She graduated with honors with a BA in Organizational Development and Leadership from Eckerd College in her hometown of St. Petersburg, FL and is currently attending California State University San Bernardino pursuing a Master's in Public Administration. She relocated to California in 2012 and has resided in Vallejo since 2015 with her husband William, and her four children Lars, Aila, Isabell, and Arwynn

**Michael Wright:** Michael Wright joined the MHAB in 2015 and brings to the board the perspective and experience of a parent to an adult mental health services consumer. Mr. Wright is especially passionate about increasing mental health awareness to the law enforcement community. He has a BA in Business Management and Administration from St. Mary's College. After an amazing 30 years with Safeway and 7 years as a community services supervisor for the City of Fairfield, Mr. Wright serves as a community volunteer in an effort to be both a voice and an ear for those receiving or in need of receiving mental health services in Solano County.



## County Local Mental Health Board Statutory Requirements

The Mental Health Board serves as an advisory board to both the Board of Supervisors and the Mental Health Director providing community input, ideas, expertise and feedback about the local mental health program. The primary function of the Mental Health Advisory Board is to review and evaluate the county's mental health programs and services, make recommendations on improvements needed; review State performance contracts for the quality and cost effectiveness of services; advise the County Board of Supervisors and the Local Mental Health Director concerning any aspect of the local mental health program; review and approve the procedures used to ensure citizen and professional involvement in all stages of the planning process; submit an annual report to the governing body on the needs and performance of the county's mental health system; review and make recommendations on applicants for the appointment of a local director of mental health services; review, comment on, and endorse the county's Performance Outcome Data to be sent to the State Mental Health Planning Council; perform additional duties, which may be delegated by the Board of Supervisors to the Local Mental Health Advisory Board.

The State of California mandates every County have a Mental Health Advisory Board (MHAB) to advise the Mental Health Director and the Board of Supervisors regarding mental health issues, needs and policy. Mental Health Boards and Commissions (MHB/C) were created in 1957 when the State of California passed the Short-Doyle Act that made counties responsible for providing treatment for the mentally ill through a community-based and community-oriented mental health system. These boards are the fundamental way to have oversight of the administration and provision of county mental health services. The Solano County Mental Health Advisory Board is an official community body that advocates for an accessible, appropriate, and effective mental health system that promotes prevention, intervention, recovery, and resiliency for individuals and families in need. The Board consists of up to 15 citizen members (direct consumers, family members, and public interest members) and a member of the Board of Supervisors. One of the Mental Health Advisory Board's responsibilities is the development of an Annual Report to the Board of Supervisors.

MHAB members work closely with Mental Health Services staff and providers through reviewing program and budget priorities, participating in program site reviews, selecting new providers and the Mental Health Director, and serving on various local and state mental health committees.

Board Members provide leadership on mental health issues through public advocacy, education and outreach. The MHAB continues to co-sponsor public education activities regarding illness, appropriate treatment and public policy. Through these and other activities, members of the MHAB advocate for the involvement of consumers, family members and parents of Special Education children in the mental health program and in policy development.

This Annual Report summarizes key activities and accomplishments of the Mental Health Advisory Board for the year 2018.

## **Mandated Responsibilities**

The County Board of Supervisors, in accordance with California Welfare and Institutions Code 5604.2 et. seq. appoints Mental Health Advisory Board members. MHAB duties and responsibilities are the following:

1. Review and evaluate the community's mental health needs, services, facilities and special problems.
2. Review State performance contracts for the quality and cost effectiveness of services.
3. Advise the County Board of Supervisors and the Local Mental Health Director concerning any aspect of the local mental health program.
4. Review and approve procedures used to ensure citizen and professional involvement in all stages of the planning process.
5. Submit an annual report to the governing body on the needs and performance of the county's mental health system.
6. Review and make recommendations of applicants for the appointment of a local director of mental health services.
7. Review and endorse the county's Performance Outcome Data to be sent to the State Mental Health Planning Council.
8. Perform additional duties, which may be delegated by the Board of Supervisors to the Mental Health Advisory Board.

The MHAB bylaws were revised in 2014, available online at [Solano MHAB Bylaws](#). These bylaws were approved by the Board of Supervisors on November 25, 2014. No changes to the bylaws were proposed in 2018.



# MHAB Goals & Accomplishments

## Outreach Committee

### Mission Statement:

"The Outreach Committee works to enhance opportunities for the public to benefit from participation in mental health services, and to better understand the needs, questions and concerns of mental health consumers, and family/friends of mental health consumers. Information on mental health programs and support groups are shared at public events whenever possible."

Representing the MHAB, members participated in outreach throughout attending:

- NAMI meetings
- The community leader Homeless Roundtable event held in Fairfield
- Opening of the new Crestwood crisis stabilization unit

## Membership Committee

### Mission Statement:

"This committee is entrusted with the responsibility of ensuring that the Mental Health Advisory Board Members receive the appropriate training in order to perform their duties to the best of their abilities."

### Goals:

1. Recruit consumers and advocates to the Board
2. Facilitate the orientation of Mental Health Advisory Board members to the operations, policies and procedures of Solano County Mental Health Services
3. Recruit for a law enforcement representative
4. Actively recruit culturally diverse members to the Mental Health Advisory Board

One new member, Alexandra Winston, was added to the MHAB in 2018. There were many efforts underway to recruit additional members which then came to fruition in 2019 and will be reported in that year's annual report.

The President of the California Association of Local Behavioral Health Boards and Commissions (CALBHBC) presented to the MHAB in March 2018. She provided information regarding training of members and resources available to help boards with ideas around recruitment, member roles, and bylaws.

The June meeting was held at the public library in Vacaville and the October meeting was held in Vallejo in effort to improve access to the meeting across the county. The MHAB noted that meetings held in Vallejo often had more attendance than the meetings routinely held in Fairfield.

## May Is Mental Health Month

### Goals:

1. Participate in the Resolution to the Board of Supervisors to recognize May as Mental Health Awareness Month
2. Participate in May as Mental Health Awareness Month activities
3. Plan a community awareness event

The MHAB met these goals. May as Mental Health Month was designated by the Board of Supervisors on April 25, 2018. The MHAB members remain active participants in activities held throughout the month of May in

support of greater awareness to mental health issues and treatment access. This continues to include supporting the display and sales of art created by consumers. The Circle of Friends hosted its annual event as a BBQ at the center on May 14, 2018.

## **Alcohol & Drug Advisory Board Liaison**

The addition of a liaison from the Alcohol & Drug Advisory Board (ADAB) assists and enhances our oversight to better acknowledge our consumers with co-occurring mental health and substance use disorders.

The two boards held their meetings jointly in February 2018. This was in effort to identify common areas across both boards and to engage in discussion about the viability of a joint Behavioral Health Board. The statute which governs the MHAB allows for the board to focus specifically on mental health or more broadly on behavioral health issues, to include both mental health and substance abuse. At the time, the ADAB felt that the issues they address require focused attention and were not at the time inclined to sunset their independent board. Given the benefits of approaching both mental health and substance use disorders from a comprehensive behavioral health approach, this issue remains a topic for consideration from the perspective of the MHAB members.

## **Data Notebook**

For the last few years the California Mental Health Planning Council has created a “Data Notebook” focused on a particular demographic, the local services available, and comes to the County populated with claims data provided by the with that population. This year’s Data Notebook focused on services to transition age youth and included claims data for services claimed to Medi-Cal from 2016. One should note that the service data does not include services that are not billable to Medi-Cal (supportive services that do not meet the threshold of medical necessity) or those services that are funded entirely by MHSA and do not claim Medi-Cal. The Data Notebook was compiled in collaboration between the division and the MHAB. It was then reviewed and approved for submission by the MHAB. Although not posted on the Planning Council’s website at the time of this writing, it will be found at <http://www.calbhbc.com/data-notebooks.html>.

## **Reviewing the Mental Health System**

Through presentations by County staff and community partners, the MHAB heard about County Mental Health ongoing services, future projected programs, and an overview of noteworthy projects in addition to routine staff presentations.

The MHAB hosted the review and public comment session associated with the review of the MHSA Annual Plan in November 2018. After 30-days’ public posting on the internet, community representatives came to the meeting held in Vallejo to share their thoughts as well as concerns about the MHSA Annual Plan. The MHAB responded and engaged the division staff in responding to questions by members of the community. These questions and responses were posted online following the public meeting. The MHAB voted to approve and recommend the Annual Report to the Board of Supervisors.

The MHAB received a monthly report from both the MH Director and the MHSA Coordinator, aimed at a list of all of the contracts to be approved by the Board of Supervisors with the adoption of the FY18/19 budget.

### **Other Program Presentations Included:**

1. Monthly a report from the MH Director and the MHSA Coordinator

2. Institutional Care Services – the service delivery and outcomes associated with the team that provides case management and clinical treatment planning for those clients who are in subacute and State Hospital placements.
3. Quarterly Quality Improvement Committee reports
4. Fairfield Adult outpatient clinic – described how the Open Access model works as well as the services available through the adult clinics. This presentation occurred in April and highlighted the launch of urgent care access to psychiatry planned for July 2018.
5. Quarterly Quality Improvement Committee Reports
6. UC Davis Center for Reducing Health Disparities – Dr. Sergio Aguilar-Gaxiola presented an overview of the Center’s priorities and specifically the Innovation project occurring in collaboration with Behavioral Health staff, contractors, and interested community members, all aimed at creating a system that is more welcoming and service-appropriate to underserved communities.
7. Vacaville Adult outpatient clinic – this clinic provides an array of outpatient services and offers Open Access two days per week
8. Circle of Friends – provided an overview of the peer run wellness center, noting its expansion from its main Fairfield location to include two days per week in Vacaville
9. Crestwood Crisis Stabilization Service – leadership and staff from the new crisis unit provider described their service model and approach to crisis care.
10. Laura’s Law – the MHAB reviewed the elements of Laura’s Law (assisted outpatient treatment) and expressed a desire to learn more and advocate for adoption locally. This was ultimately adopted in 2019 and can be found online at <https://www.solanocounty.com/depts/mhs/aot.asp>

As required, the MHAB hosts the annual public hearing for any Plans associated with the Mental Health Services Act. In August the MHAB reviewed and approved the Reversion Plan for FY18-19 to FY 19/20. This Plan was required in order to disperse funds that were otherwise unspent and would revert to the State. AB 114 allowed for counties to issue a new plan to avoid reversion of identified funds. For Solano County, this included approximately 1.4 million dollars associated with the set-aside for Innovation. The MHAB agreed to continue to fund the projects associated with the UCD project for reducing disparities as well as a research component to the statewide early psychosis project.

## Next Steps

Recruitment and retention of board members continues to be an issue of concern and priority. The MHAB is also interested in maintaining a broader understanding of the services provided both within the County programs and under contract by community based agencies.

The MHAB is aware of the many new requirements that the County Mental Health Plan is addressing. In addition to a continuously increasing set of requirements from a regulatory perspective, there are also new service requirements. The adoption of Laura’s Law, for example, could increase the caseload of clients receiving intensive outpatient case management. Further, as the County implements jail diversion – attempting to direct people with crimes related to their mental illness to treatment rather than jail – this is an additional mandate on the County Mental Health system that does not bring additional funding. Similarly, the Courts have begun to implement a Mental Health Court. These efforts are beneficial toward prioritizing treatment over incarceration, though an impact on the existing service system must be

acknowledged. These varied efforts are likely to result in fewer mentally ill individuals serving time in jail; while the County may incur savings due to lower jail utilization, there is an implied increase cost to the service delivery systems.



# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

<b>Agenda #:</b>	9	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Contract	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-600	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve a contract with Planning Services Area 4/Greater Sacramento Area Agency on Aging for \$142,004 to provide fiscal services for the Napa Ombudsman Program for the period of July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the original contract amount		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Contract		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
 Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health & Social Services (H&SS) recommends the Board of Supervisors Approve a contract with Planning Services Area 4/Greater Sacramento Area Agency on Aging for \$142,004 to provide fiscal services for the Napa Ombudsman Program for the period of July 1, 2019 through June 30, 2020; and Authorize the County Administrator to execute the contract and any subsequent amendments within 20% of the original contract amount.

### **SUMMARY:**

The Napa/Solano Area Agency on Aging is responsible for distribution of funds received from the California Department of Aging for Planning Service Area 28 Older Americans Act services. Planning Service Area 28 includes Napa and Solano counties. The Board is being asked to authorize the County Administrator to execute a contract with PSA4 Greater Sacramento Area Agency on Aging to provide fiscal services for the Napa Ombudsman Program in the amount of \$142,004 for the period covering July 1, 2019 to June 30, 2020.

### **FINANCIAL IMPACT:**

The costs associated with preparing this Agenda Item are nominal and are included in the Department's FY2019/20 Adopted Budget.

### **DISCUSSION:**

On May 7, 2019, the Solano County Board of Supervisors approved the FY2019/20 contract and funding from

the California Department of Aging to distribute funding and provide services of the Napa/Solano Area Agency on Aging (N/S AAA) during FY2019/20. Authorization is now being requested for the County Administrator to execute a contract for FY2019/20 with a current service provider, Planning Service Area 4 (PSA4)/Greater Sacramento Area Agency on Aging, to provide fiscal services for the Napa County Ombudsman Program for the period July 1, 2019 through June 30, 2020. The total federal and State funds awarded by the California Department of Aging to the N/S AAA in FY2019/20 is \$2,740,058. The funding available for the Napa County Ombudsman Program is \$142,004.

Napa/Solano Area Agency on Aging released a request for proposals for the Napa County Ombudsman program on March 21, 2019. The formal bidding opportunity did not yield a contract vendor who met the requirements. Staff of the N/S AAA sought other possible vendors but were unable to secure a firm commitment for these mandated services. With the assistance of the State Ombudsman Office, PSA4/Greater Sacramento Area Agency on Aging has agreed to extend its current contract for an additional one-year period through June 30, 2020.

All contracts contain language specific to the services being provided in accordance with California Department of Aging requirements, including service delivery, units of service, and unduplicated client totals. Data are reported monthly by vendors to the Area Agency on Aging. During the contract year, each service provider will undergo a programmatic and fiscal audit by Area Agency on Aging staff. Results will be provided to the Advisory Council, Oversight Board, and the Boards of Supervisors for both Napa and Solano Counties.

**ALTERNATIVES:**

The Board may choose not to approve this contract; however, California Department of Aging funds are available to Planning Service Area 28 and these funds provide mandatory services to the community.

**OTHER AGENCY INVOLVEMENT:**

The California Department of Aging, the State Ombudsman Office, and Planning Service Area 4/Greater Sacramento Area Agency on Aging were involved in the development of this Agenda Item.

**CAO RECOMMENDATION:**

**APPROVE DEPARTMENTAL RECOMMENDATION**

**AGREEMENT OF FISCAL AGENT SERVICES  
BETWEEN  
AREA 4 AGENCY ON AGING (PSA 4)  
AND  
NAPA/SOLANO AREA AGENCY ON AGING (PSA 28)  
AND  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN**

This Agreement dated July 1, 2019 between AREA 4 AGENCY ON AGING (PSA 4) (hereinafter referred to as "PSA 4") and NAPA/SOLANO AREA AGENCY ON AGING (PSA 28), (hereinafter referred to "PSA 28"), and STATE OMBUDSMAN (OSLTCO).

The term of this Agreement from July 1, 2019 to June 30, 2020, subject, however, to earlier termination as provided herein. No expenditure or obligation for the funding allocation for the July 1, 2019 through June 30, 2020 period may be incurred after June 30, 2020.

**PURPOSE**

The purpose of this Agreement is for PSA 4 to act as PSA 28's fiscal agent by managing PSA 28's general administrative expenses for the Napa Ombudsman Program.

**INSURANCE OR SELF-INSURANCE**

All applicable insurance coverage is provided by PSA 28, except for Workers Compensation. PSA 4 is the employee of record and Workers Compensation coverage and costs will be provided by PSA 4.

**OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN (OSLTCO)**

Office of the State Long-Term Care Ombudsman shall be responsible for the management of the day-to-day operations of the programs and supervision of the Ombudsman Program Coordinator.

**PSA 4 as Fiscal Agent for the Napa Ombudsman Program shall:**

- Provide fiscal oversight for the Napa Ombudsman Program including, but not limited to:
  - Process payment to building owner for leased space occupied by the Napa Ombudsman program.
  - Process payment of applicable utilities.
  - Reimbursement of mileage for Napa Ombudsman employees.
  - Payroll services to employees of the Napa Ombudsman Program to include W/C coverage and applicable benefits to qualifying employees.
- Process Monthly Financial Reports (MFR's).
- Complete fiscal Closeout reporting documentation for the contract period.
- Complete and oversee program budgets, including budget revisions as necessary.
- Maintain property records for the Napa Ombudsman program.
- Account for any donations/contributions to the Napa Ombudsman program.

**PSA 28 shall:**

- provide supervision and programmatic oversight to the Napa County Ombudsman Program.
- ensure that the Local Ombudsman Program operates in accordance with policies and procedures by OSLTCO.
- receives the closeout reporting documentation by the 15<sup>th</sup> day following the completion of the agreement.
- prepare all reporting to the California Department of Aging.
- maintain equipment in accordance with the OSLTCO and CDA guidelines.
- Reimburse PSA 4 within 90 days of receipt of the Monthly Financial Report (MFR).

All other Terms & Conditions of the agreement between CDA and PSA 28 are the responsibility of PSA 28.

**State Ombudsman office shall:**

- Act as the Supervisor of Record for the Napa Ombudsman program staff, which oversees general expenses, not limited to reviewing documents for reasonable program costs, mileage reports, expense reports, and timesheets.

**ASSIGNMENT**

The agreement will be effective July 1, 2019. By their signatures below, both PSA 28 and PSA 4, agree to the conditions listed above for the period of July 1, 2019 through June 30, 2020.

**TERMINATION**

Either party may terminate this Agreement without cause by providing notice of said termination in writing thirty (30) days prior to the proposed termination date. Notice shall be deemed served on the date of mailing.

**NOTICES**

All notices to PSA 4 shall be addressed or emailed to it at:

Area 4 Agency on Aging  
Attention: Pam Miller, Executive  
Director 1401 El Camino Avenue - 4th  
Floor Sacramento, CA 95815  
Email: [contracts@agencyonaging4.org](mailto:contracts@agencyonaging4.org)  
Phone: 916/486-1876

and all notices to PSA 28 shall be addressed or emailed to it at:

Solano County Health & Social  
Services  
Older & Disabled Adult Services  
275 Beck Avenue  
Fairfield, CA 94533  
Attention: Joyce Goodwin, RN, MSN  
Email: [jgoodwin@solanocounty.com](mailto:jgoodwin@solanocounty.com)  
Phone: 707.784.8203 (Direct)

**GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

AREA 4 AGENCY ON AGING

OFFICE OF STATE LONGTERM CARE  
OMBUDSMAN

*Pam Miller*   
\_\_\_\_\_  
Pamela Miller  
Executive Director

07/19/2019  
04:21 PM EDT  
Date: \_\_\_\_\_

*Joseph  
Rodrigues*   
\_\_\_\_\_  
Joseph Rodrigues  
State Long-Term Care Ombudsman

07/22/2019  
11:26 AM EDT  
Date: \_\_\_\_\_

PSA 28 NAPA/SOLANO  
AREA AGENCY ON AGING

COUNTY OF SOLANO

*Joyce Goodwin*   
\_\_\_\_\_  
Joyce Goodwin  
Executive Director

07/22/2019  
05:33 PM EDT  
Date: \_\_\_\_\_

\_\_\_\_\_  
Birgitta E. Corsello  
County Administrator

Date: \_\_\_\_\_

**EXHIBIT B  
BUDGET  
Funding Summary**

<b>Funding Source</b>	<b>Contract Amount for 12 Months</b>
Title IIIB	\$22,214
Title VIIA	29,885
Title VII Elder Abuse	7,301
General Fund	61,998
Public Health L&C Program Fund	2,192
State Health Facilities Citation Penalties Fund	8,004
SNF Quality Assurance & Accountability Fund	10,410
<b>Contract Total</b>	<b>\$142,004</b>

**Exhibit B-1 – Budget Display**

PSA28 NS AAA – Service Provider Budget (includes provider match): **PSA 4 Greater Sacramento Ombudsman Services – Napa County**

**BUDGETED COSTS**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL	REVISION #		CONTRACT NO.:		DATE: 7/11/19	
COST CATEGORIES		(a) III B Ombudsman	(b) VIIa & EAP Ombudsman	IIIB General Fund	(c) PH L&C Ombudsman	(d) SHF Cit. Penalties Ombudsman	(e) SNFQAF Ombudsman	(f) Total Costs
1. Personnel	CASH	17,282	28,934	48,242	1,705	6,232	8,099	110,494
2. Volunteers (+)	IN-KIND							0
3. Staff Travel	CASH	228	382	637	22	82	107	1,458
(+)	IN-KIND							0
4. Staff Training	CASH							0
(+)	IN-KIND							0
5. Equipment	CASH	0	0	0	0	0	0	0
(+)	IN-KIND							0
6. Vendor/Consultants	CASH							0
(+)	IN-KIND							0
7. Food Costs	CASH							0
(+)	IN-KIND							0
8. Other Costs	CASH	4,704	7,870	13,119	465	1,690	2,204	30,052
(+)	IN-KIND							0
<b>9. TOTAL DIRECT COSTS</b>	CASH	<b>22,214</b>	<b>37,186</b>	<b>61,998</b>	<b>2,192</b>	<b>8,004</b>	<b>10,410</b>	<b>142,004</b>
(=)	IN-KIND	0	0		0	0	0	0
10. Indirect Costs	CASH							0
(+)	IN-KIND							0
<b>11. TOTAL COSTS</b>	CASH	<b>22,214</b>	<b>37,186</b>	<b>61,998</b>	<b>2,192</b>	<b>8,004</b>	<b>10,410</b>	<b>142,004</b>
(=)	IN-KIND	0	0		0	0	0	0
12. Subcontracted	CASH							0
Services Costs (+)	IN-KIND							0
<b>13. TOTAL OMBUDSMAN &amp; ELDER ABUSE COSTS</b>	CASH	<b>22,214</b>	<b>37,186</b>	<b>61,998</b>	<b>2,192</b>	<b>8,004</b>	<b>10,410</b>	<b>142,004</b>
(=)	IN-KIND	0	0		0	0	0	0
<b>14. TOTAL CASH &amp; IN-KIND</b>		<b>22,214</b>	<b>37,186</b>	<b>61,998</b>	<b>2,192</b>	<b>8,004</b>	<b>10,410</b>	<b>142,004</b>

**BUDGETED FUNDING**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION #	CONTRACT NO.:			DATE:
SECTION A FUNDING SOURCES		(a) III B Ombudsman	(b) VIIa & EAP Ombudsman	(c) PH L&C Ombudsman	(d) SHF Cit. Penalties Ombudsman	(e) SNFQAF Ombudsman	(g) Total Funding
1. Program Income	CASH						0
2. Special State Funds	CASH						0
3. Non-Matching Contributions	CASH						0
	IN-KIND						0
4. State General Funds	CASH	61,998		2,192	8,004	10,410	82,604
5. Matching Contributions	CASH						0
	IN-KIND						0
6. Federal Funding	CASH	22,214	37,186				59,400
7. TOTAL OMBUDSMAN & ELDER ABUSE FUNDING	CASH	84,212	37,186	2,192	8,004	10,410	142,004
	IN-KIND	0	0	0	0	0	0
8. TOTAL CASH & IN-KIND		84,212	37,186	2,192	8,004	10,410	142,004

**SCHEDULE OF PAID PERSONNEL COSTS**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020											[ X ] ORIGINAL [ ] REVISION #		CONTRACT NO.:			DATE: 7/11/19	
POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	(a) IIB Ombudsman	FTE %	(b) VIIa & EAP Ombudsman	FTE %	IIB Gen Fund	FTE %	(c) PH L&C Ombudsman	FTE %	(d) SHF Cit. Penalties Ombudsman	FTE %	(e) SNFQAF Ombudsman	FTE %	Total Title III		
Program Coordinator	39,152	15.64%	6,123	26.19%	10,254	43.66%	17,094	1.54%	603	5.64%	2,208	7.33%	2,870	100%	39,152		
Staff Ombudsman	17,192	15.64%	2,688	26.19%	4,503	43.66%	7,506	1.54%	265	5.64%	970	7.33%	1,260	100%	17,192		
Staff Ombudsman	16,684	15.64%	2,609	26.19%	4,370	43.66%	7,284	1.54%	257	5.64%	941	7.33%	1,223	100%	16,684		
Administrative Asst	15,452	15.64%	2,417	26.19%	4,047	43.66%	6,746	1.54%	238	5.64%	871	7.33%	1,133	100%	15,452		
Accountant	24,332	0.47%	114	0.78%	191	1.31%	319	0.05%	11	0.17%	41	0.22%	54	3%	730		
Accountant/Auditor	62,456	0.47%	293	0.79%	491	1.31%	818	0.05%	29	0.17%	106	0.22%	137	3%	1,874		
Accounting Technician - A/P	49,150	0.47%	231	0.79%	386	1.31%	644	0.05%	23	0.17%	83	0.22%	108	3%	1,475		
Accounting Technician - PR	45,180	0.47%	212	0.79%	355	1.31%	592	0.05%	21	0.17%	76	0.22%	99	3%	1,355		
Controller	75,144	0.47%	353	0.79%	590	1.31%	984	0.05%	35	0.17%	127	0.22%	165	3%	2,254		
Fiscal Services Administrator	80,446	0.47%	378	0.78%	628	1.31%	1,054	0.05%	40	0.17%	137	0.22%	177	3%	2,414		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
														0%	0		
<b>TOTAL SALARIES</b>			15,418		25,815		43,041		1,522		5,560		7,226		98,582		
<b>PAYROLL TAXES</b>			1,381		2,312		3,855		136		498		647		8,829		
<b>EMPLOYEE BENEFITS</b>			483		807		1,346		47		174		226		3,083		
<b>TOTAL PAID PERSONNEL COSTS</b>			17,282		28,934		48,242		1,705		6,232		8,099		110,494		

**SPECIAL OMBUDSMAN (PH L&C, SHF Cit. Penalties, SNFQAF), AND ELDER ABUSE (VII)**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.:		DATE:			
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	Non-Matching Contributions		(f) State General Funds	Matching Contributions		(i) Federal Share
				(d) Cash	(e) In-Kind		(g) Cash	(h) In-Kind	
<b>III OMBUDSMAN</b>									
IIIB OMBUDSMAN	84,212					61,998			22,214
<b>Total FED. OMBUDSMAN</b>	<b>84,212</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61,998</b>	<b>0</b>	<b>0</b>	<b>22,214</b>
<b>VII OMBUDSMAN</b>									
VIIa OMBUDSMAN	29,885								29,885
VII ELDER ABUSE	7,301								7,301
<b>Total FED VII OMBUDSMAN</b>	<b>37,186</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,186</b>
<b>SPECIAL OMBUDSMAN</b>									
PH L&C OMBUDSMAN	2,192					2,192			0
SHF Cit. Pen. OMBUDSMAN	8,004					8,004			0
SNFQAF OMBUDSMAN	10,410					10,410			0
<b>TOTAL SPECIAL OMBUDS.</b>	<b>20,606</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,606</b>	<b>0</b>	<b>0</b>	<b>0</b>



in the Board's FY2019/2020 Adopted.

**ALTERNATIVES:**

The Board of Supervisors could choose not to approve a plaque honoring Mr. Galvante for his years of service; however, this alternative is not recommended, as it would be contrary to Solano County's Employee Recognition Policy.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



complete the terms of an agreement as part of a Federal High Priority Project grant. The Hay Road - Hawkins Road Improvement Project was funded with Highway Users Tax Account and SB 1 funds (jointly Road Fund). Mankas Corner Improvement Project was funded primarily with federal Surface Transportation Program Funds as part of the Suisun Valley Priority Conservation Area, with local match funds from the Road Fund. Storm Damage Repair 2018 FEMA Project was funded with monies from Federal FEMA funds and the Road Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There is no impact to the General Fund.

**DISCUSSION:**

On April 3, 2018 the Board authorized the Department of Resource Management to advertise for bids, and to award and execute a contract with the lowest responsible bidder for Cordelia Hills-Sky Valley Enhancement Project. This project consisted of constructing an ADA accessible gravel parking area, a gravel hiking trail, driveway improvement, fencing, and public access gates. The work also included installing informational signs, a pedestrian bench, and trash receptacles. HM Construction, of Hercules, CA was the lowest responsible bidder at the bid opening held on August 30, 2018. A contract was awarded to HM Construction on September 12, 2018 and executed on October 5, 2018. All construction work on the project has been completed as of March 14th, 2019 in compliance with the contract plans and specifications.

On April 3, 2018 the Board authorized the Department of Resource Management to advertise for bids, and to award and execute a contract with the lowest responsible bidder for Hay Road-Hawkins Road Improvement Project. This project consisted of constructing 4-foot wide paved shoulders and HMA paving with a paving fabric interlayer on 2.5 miles of Hay Road, and 1 mile of Hawkins Road. The work also included traffic control signs, flagging, paving fabric interlayer, culvert repairs, thermoplastic striping and pavement markings. Teichert Construction, of Sacramento, CA was the lowest responsible bidder at the bid opening held on May 31, 2018. A contract was awarded to Teichert Construction on June 11, 2018 and executed on June 26, 2018. All construction work on the project has been completed as of November 20, 2018 in compliance with the contract plans and specifications.

On April 3, 2018 the Board authorized the Department of Resource Management to advertise for bids, and to award and execute a contract with the lowest responsible bidder for Mankas Corner Improvements. This project consisted of constructing historic preservation improvements, installing traffic calming devices, and constructing class II bike lanes. The work also included HMA paving, flagging, and thermoplastic striping. Granite Rock Company, of San Jose, CA was the lowest responsible bidder at the bid opening held on September 8, 2016. A contract was awarded to Granite Rock Company on September 15, 2016 and executed on November 2, 2016. All construction work on the project has been completed as of December 7, 2018 in compliance with the contract plans and specifications.

On April 3, 2018 the Board authorized the Department of Resource Management to advertise for bids, and to award and execute a contract with the lowest responsible bidder for Storm Damage Repair 2018-FEMA. This project consisted of furnishing Ultrablock retaining walls, reconstructing roadways, installing a cross-culvert, and placing rock slope protection at Steiger Hill, Gates Canyon, and Cantelow Road to make permanent repairs due to 2016 winter storms. The work also included traffic control, flagging, and painted traffic stripes. Granite Rock Company, of San Jose, CA was the lowest responsible bidder at the bid opening held on July 13, 2018. A contract was awarded to Granite Rock Company on July 23, 2018 and executed on August 1, 2018. All construction work on the project has been completed as of October 24, 2018 in compliance with the contract plans and specifications.

**ALTERNATIVES:**

The Board could choose to not approve the Notices of Completion for the four projects. This is not recommended, since it would delay the final contract close out with the contractors while all construction work

has been completed.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this item as to form.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION

**Recorded at request of the  
COUNTY OF SOLANO**

**When recorded return to:**  
Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

**NOTICE OF COMPLETION**  
(Civil Code § 3093)

**NOTICE IS GIVEN THAT:**

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

**Cordelia Hills Sky Valley**

2. The County of Solano did on the **5<sup>th</sup> of October, 2018**, enter into a contract for the construction of the **Cordelia Hills-Sky Valley Project** by **HM Construction** ("Contractor") upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **18<sup>th</sup> of October, 2018** as **Instrument No. 201800070730**.
3. The work of improvement, as a whole, was completed by the Contractor on the **13<sup>th</sup> of August, 2019**, the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chairwoman of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

**Recorded at request of the  
COUNTY OF SOLANO**

**When recorded return to:**  
Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

**NOTICE OF COMPLETION**  
(Civil Code § 3093)

**NOTICE IS GIVEN THAT:**

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

**Hay Road, Hawkins Road**

2. The County of Solano did on the **26th of June, 2018**, entered into a contract for the construction of the **Hay Road – Hawkins Road Improvement Project** by Teichert Construction (“Contractor”) upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **2nd of July, 2018** as **Instrument No. 201800044472**.
3. The work of improvement, as a whole, was completed by the Contractor on the **13<sup>th</sup> of August, 2019** the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chairwoman of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

**Recorded at request of the  
COUNTY OF SOLANO**

**When recorded return to:**  
Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

**NOTICE OF COMPLETION**  
(Civil Code § 3093)

**NOTICE IS GIVEN THAT:**

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

**Mankas Corner**

2. The County of Solano did on the **2nd of November, 2016**, entered into a contract for the construction of the **Mankas Corner Improvements Project** by Granite Rock Company ("Contractor") upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **18th of November, 2016** as **Instrument No. 201600104692**.
3. The work of improvement, as a whole, was completed by the Contractor on the **13<sup>th</sup> of August, 2019**, the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chairwoman of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors

**Recorded at request of the  
COUNTY OF SOLANO**

**When recorded return to:**  
Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

**NOTICE OF COMPLETION**  
(Civil Code § 3093)

**NOTICE IS GIVEN THAT:**

1. The County of Solano owns in fee, or has an interest in as designated below, that certain real property situated in the County of Solano, State of California, and described as follows:

**Gates Canyon Road, Cantelow Road, Steiger Hill Road**

2. The County of Solano did on the **1st of August, 2018**, entered into a contract for the construction of the **Storm Damage Repair 2018-FEMA** by Granit Rock Company ("Contractor") upon the real property described above, the contract having been filed in the Office of the Solano County Recorder, State of California, on the **10th of September, 2018** as **Instrument No. 201800061474**.
3. The work of improvement, as a whole, was completed by the Contractor on the **13<sup>th</sup> of August, 2019**, the Board of Supervisors of Solano County having made and entered this resolution accepting the contract on that date.
4. The name and address of the owner of the property is **County of Solano, 675 Texas Street, Suite 5500, Fairfield, CA 94533** and the nature of the title to the property is **FEE**.

State of California}  
County of Solano}

The undersigned, Erin Hannigan, being duly sworn says that she is the Chairwoman of the Solano County Board of Supervisors; that she is the person signing the above document; and that she swears under penalty of perjury that she has read the same, knows the contents thereof, and that the facts stated above are true.

By \_\_\_\_\_  
ERIN HANNIGAN, Chairwoman  
Solano County Board of Supervisors

Attested:

By \_\_\_\_\_ Date \_\_\_\_\_  
Jeanette Neiger, Chief Deputy Clerk,  
Solano County Board of Supervisors







# Solano County

675 Texas Street  
Fairfield, California 94533  
www.solanocounty.com

## Agenda Submittal

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<b>Agenda #:</b>	14	<b>Status:</b>	Consent Calendar
<b>Type:</b>	Appointment	<b>Department:</b>	Health and Social Services
<b>File #:</b>	19-566	<b>Contact:</b>	Gerald Huber, 784-8400
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	
<b>Title:</b>	Approve the appointments of Margaret Buckley and Elizabeth Edwards to the Alcohol and Drug Advisory Board, each filling a seat for a person in long-term recovery, and each for a three year term to expire July 2022		
<b>Governing body:</b>	Board of Supervisors		
<b>District:</b>	All		
<b>Attachments:</b>	A - Applications		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes \_\_\_ No X  
Public Hearing Required? Yes \_\_\_ No X

### **DEPARTMENTAL RECOMMENDATION:**

The Department of Health and Social Services (H&SS) recommends that the Board approve the appointments of Margaret Buckley and Elizabeth Edwards to the Alcohol and Drug Advisory Board, each filling a seat for a person in long-term recovery, and each for a three year term to expire July 2022.

### **SUMMARY/ DISCUSSION:**

The Alcohol and Drug Advisory Board (ADAB) is an advisory board to the Board of Supervisors, composed of individuals from diverse backgrounds and disciplines that represent a cross-section of Solano County. The ADAB ensures that community needs are met with regard to substance abuse related issues through prevention, early intervention, treatment, and ongoing recovery. The ADAB reviews, evaluates, and participates in planning processes, advises the Board of Supervisors, and encourages public understanding of alcohol and drug issues, thereby assuring the most effective use of prevention and treatment funds.

The ADAB bylaws allow for nine members, two of which are dedicated for persons in long-term recovery. This assures that the ADAB members are informed by the point of view of the lived experience(s) of people in recovery from drug or alcohol issues.

Ms. Buckley is interested in public awareness programs and outreach to citizens in need of recovery services. She is a certified paralegal and is currently employed by the Social Security Administration in the Office of Hearing Operations; she also has run her own legal documentation business in the county since 2015.

Ms. Edwards is a nationally renowned artist and serves on the Advisory Council for the Faces and Voices of Recovery, a national advocacy organization located in Washington, D.C. She is in constant contact with recovery organizations throughout the United States and will bring a fresh perspective to the ADAB.

**FINANCIAL IMPACT:**

These appointments have no fiscal impact on the County General Fund. The costs of preparing this report are nominal and absorbed by the Department's FY2019/20 Adopted Budget.

**ALTERNATIVES:**

The Board could choose to not approve these two additions to the ADAB. This is not recommended because the appointment of two persons in long-term recovery is a membership requirement of the ADAB bylaws.

**OTHER AGENCY INVOLVEMENT:**

None.

**CAO RECOMMENDATION:**

APPROVE DEPARTMENTAL RECOMMENDATION



**SOLANO COUNTY BOARD OF SUPERVISORS**  
**675 Texas Street, Suite 6500, Fairfield, CA 94533**

**Application for Membership on Advisory Board, Council, Committee or Commission**  
*(Feel free to attach additional information, resume, biography, etc)*

APPLICATION FOR MEMBERSHIP ON: ADAP Board  
(Name of Board, Council, Committee or Commission)

IF THIS BOARD, COUNCIL, COMMITTEE OR COMMISSION CALLS FOR A SPECIFIC TYPE OF MEMBER, PLEASE INDICATE THE POSITION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

NAME: Margaret Buckley

RESIDENCE ADDRESS: \_\_\_\_\_, Benicia, CA 94510

BUSINESS ADDRESS: PO Box 1964, Benicia, CA 94510

PHONE NUMBERS: (HOME) \_\_\_\_\_ (BUSINESS) 707-803-7400

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE (please check one): 1  2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_

WILL YOU BE AVAILABLE TO ATTEND BOARD/COUNCIL/COMMITTEE/COMMISSION MEETINGS REGULARLY: Yes

MEMBERSHIPS IN OTHER ORGANIZATIONS (list name and address): \_\_\_\_\_

PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR EMPLOYMENT & EDUCATIONAL HISTORY (Resume may be attached):

I currently work with the Social Security Admin. At the Office of Hearing Operations  
I also have my own legal document preparation business , I have been registered with  
the county of Solano reg# 15-0001 since Jan 2015 . I am a certified Paralegal

REFERENCES (list 3-5): Andrew Minor, Esq. 925-980-8772

Lee Bowen, ADAP Bd member 707-319-1926

Douglas Housman, Esq. 925-932-0893

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT MIGHT YOU HOPE TO ACHIEVE:

To help serve the community's , AOD  
Citizens of Solano County

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT DO YOU THINK YOU MIGHT CONTRIBUTE TO HELP IT FULFILL ITS MISSIONS AND GOALS:

To assist in public awareness programs,assist/evaluate with the SAA& BOS  
In planning and evaluation of AOD outreach

APPLICANT SIGNATURE: Margaret Buckley DATE: 5/8/19



**SOLANO COUNTY BOARD OF SUPERVISORS**  
**675 Texas Street, Suite 6500, Fairfield, CA 94533**

**Application for Membership on Advisory Board, Council, Committee or Commission**  
*(Feel free to attach additional information, resume, biography, etc)*

APPLICATION FOR MEMBERSHIP ON: ADAB  
(Name of Board, Council, Committee or Commission)

IF THIS BOARD, COUNCIL, COMMITTEE OR COMMISSION CALLS FOR A SPECIFIC TYPE OF MEMBER, PLEASE INDICATE THE POSITION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

NAME: Elizabeth Edwards

RESIDENCE ADDRESS: [REDACTED] Benicia CA 94510

BUSINESS ADDRESS: \_\_\_\_\_

PHONE NUMBERS: (HOME) [REDACTED] (BUSINESS) \_\_\_\_\_

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE (please check one): 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5 \_\_\_

WILL YOU BE AVAILABLE TO ATTEND BOARD/COUNCIL/COMMITTEE/COMMISSION MEETINGS REGULARLY: yes

MEMBERSHIPS IN OTHER ORGANIZATIONS (list name and address): Serve on the Advisory Council for Faces & Voices of Recovery - National - Washington D.C.

PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR EMPLOYMENT & EDUCATIONAL HISTORY (Resume may be attached):  
Profession recording Artist - Songwriter - Singer - Media Profession -

REFERENCES (list 3-5): Lee Bowen - Vallejo  
Jerryl Feeney - Fairfield  
Karen Fernandez - Benicia

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT MIGHT YOU HOPE TO ACHIEVE:  
Bring ideas I see and know about from other Advocate work I do to my community.

AS A MEMBER OF THIS BOARD/COUNCIL/COMMITTEE/COMMISSION, WHAT DO YOU THINK YOU MIGHT CONTRIBUTE TO HELP IT FULFILL ITS MISSIONS AND GOALS: As a person in long term recovery and as an artist and a person involved in advocacy I believe I can contribute.

APPLICANT SIGNATURE: Elizabeth Edwards DATE: 5/8/2019



# Solano County

675 Texas Street  
Fairfield, California 94533  
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## Agenda Submittal

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<b>Agenda #:</b>	15	<b>Status:</b>	Regular Calendar
<b>Type:</b>	Report	<b>Department:</b>	County Administrator
<b>File #:</b>	19-626	<b>Contact:</b>	Michelle Heppner, 784-3002
<b>Agenda date:</b>	08/13/2019	<b>Final Action:</b>	

**Title:** Receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Oppose positions on AB 1544 and SB 438 that were discussed at the August 5, 2019 Legislative Committee and referred to the full Board for consideration

**Governing body:** Board of Supervisors

**District:** All

**Attachments:** A - Federal Legislative Update

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes	_____	No	<u>  X  </u>
Public Hearing Required?	Yes	_____	No	<u>  X  </u>

### **DEPARTMENTAL RECOMMENDATION:**

It is recommended that the Board receive an update from staff and the County's State Legislative Advocate on the status of legislation that is of interest to the County; and Consider Oppose positions on AB 1544 and SB 438 that were discussed at the August 5, 2019 Legislative Committee and referred to the full Board for consideration.

### **SUMMARY:**

Staff will provide an overview of legislation considered by the Board's Legislative Committee on August 5, 2019. The County's Legislative Advocate, Karen Lange of Shaw/Yoder/Antwih, Inc., will provide a verbal update on developments at the Capitol and key legislation of interest to the County. The items before the Board were reviewed by the County's Legislative Committee and are discussed individually in the discussion section below.

### **FINANCIAL IMPACT:**

The legislative program is designed to result in additional funding and cost avoidance relative to Solano County. The cost of preparing this report and compiling the information is a General Fund cost covered in the County Administrator's administration budget.

### **DISCUSSION:**

The County's Legislative Committee Members, Supervisor Erin Hannigan and Supervisor John Vasquez met on August 5, 2019 to discuss both Federal and State issues. Karen Lange of Shaw/Yoder/Antwih Inc., the County's state legislative advocate and Joe Krahn and Hasan Sarsour of Paragon Government Relations, the

County's federal legislative advocacy team, participated in the meeting as well.

The County's August 5, 2019 Legislative Committee agenda packet can be accessed at the following link:

<http://www.solanocounty.com/civicax/filebank/blobdload.aspx?BlobID=30684>

Included in the agenda is a federal legislative update from Paragon Government Relations and is incorporated in this report as Attachment A.

There were also three state bills included on the August 5, 2019 Legislative Committee agenda and are discussed separately below.

AB 1184 (Todd) Public records, email and retention.

The California Public Records Act requires a public agency, defined to mean any state or local agency, to make public records available for inspection, subject to certain exceptions. Existing law specifies that public records include any writing containing information relating to the conduct of the public's business, including writing transmitted by electronic mail. The act requires any agency that has any information that constitutes a public record not exempt from disclosure, to make that public record available in accordance with certain provisions and authorizes every agency to adopt regulations stating the procedures to be followed when making its records available, if the regulations are consistent with those provisions. Existing law authorizes cities, counties, and special districts to destroy or to dispose of duplicate records that are less than two years old when they are no longer required by the city, county, or special district, as specified. This bill would, unless a longer retention period is required by statute or regulation, require a public agency for purposes of the California Public Records Act to retain and preserve for at least 2 years every writing containing information relating to the conduct of the public's business prepared, owned, or used by any public agency that is transmitted by electronic mail.

This bill contains other related provisions and other existing laws.

**Action - The Legislative Committee reviewed the bill and recommended no position. Due to the County's current practices for retaining emails, it was determined that the County is already in compliance with this bill should it become law.**

AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act.

Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, governs local emergency medical services (EMS) systems. The existing act establishes the Emergency Medical Services Authority, which is responsible for the coordination and integration of EMS systems. Among other duties, existing law requires the authority to develop planning and implementation guidelines for EMS systems, provide technical assistance to existing agencies, counties, and cities for the purpose of developing the components of EMS systems, and receive plans for the implementation of EMS and trauma care systems from local EMS agencies. Existing law makes violation of the act or regulations adopted pursuant to the act punishable as a misdemeanor. This bill would establish within the act until January 1, 2030, the Community Paramedicine or Triage to Alternate Destination Act of 2019. The bill would authorize a local EMS agency to develop a community paramedicine or triage to alternate destination program, as defined, to provide specified community paramedicine services. The bill would require the authority to develop regulations to establish minimum standards for a program and would further require the Commission on Emergency Medical Services to review and approve those regulations. The bill would require the authority to review a local EMS agency's proposed program and approve, approve with conditions, or deny the proposed program no later than 6 months after it is submitted by the local EMS agency. The bill would require a local EMS agency that opts to develop a program to perform specified duties that include, among others, integrating

the proposed program into the local EMS agency's EMS plan. The bill would require the Emergency Medical Services Authority to submit an annual report on the community paramedicine or triage to alternate destination programs operating in California to the Legislature, as specified. The bill would also require the authority to contract with an independent 3rd party to prepare a final report on the results of the community paramedicine or triage to alternate destination programs on or before June 1, 2028, as specified. This bill contains other related provisions and other existing laws.

**H&SS staff participated in the meeting and noted the following concerns with AB 1544. It offers the first right of refusal to local fire departments to operate Community Paramedicine and Alternate Destination programs without clearly stating that the public entity must be designated as an advanced life support agency. The Bill also adds language in Section 1855 to protect public entities' rights granted under 1797.201, however, the language is not consistent with that in 1797.224, which was created to ensure these same protections. In addition, the Bill creates a significant administrative process for implementation of Community Paramedicine and Alternate Destination programs, despite any indication that the currently available processes are insufficient or ineffective. Finally, the Bill proposes changes to the current authority of a Local EMS Agency (the SEMSC in Solano County) to establish and maintain a medical care committee to oversee EMS activities by requiring that membership of such a committee be in part determined by city mayors; medical oversight of the EMS system should be provided by appropriate experts, not by political appointees. California's associations of health officers oppose this Bill.**

**Action - The Legislative Committee recommended an Oppose position and referred it to the full Board for consideration.**

SB 438 (Hertzberg D) Emergency medical services: dispatch.

Existing law, the Warren-911-Emergency Assistance Act, requires every local public agency to establish within its jurisdiction a basic emergency telephone system that includes, at a minimum, police, firefighting, and emergency medical and ambulance services. Existing law authorizes a public agency to incorporate private ambulance service into the system. This bill would prohibit a public agency from delegating, assigning, or contracting for "911" emergency call processing services for the dispatch of emergency response resources unless the delegation or assignment is to, or the contract or agreement is with, another public agency. The bill would exempt from that prohibition a public agency that is a joint powers authority that delegated, assigned, or contracted for "911" call processing services on or before January 1, 2019, under certain conditions. The bill would also authorize a public agency that delegated, assigned, or contracted for "911" call processing services on or before January 1, 2019, to continue to do so with the concurrence of the public safety agencies that provide prehospital emergency medical services. If a public safety agency does not concur with the public agency to continue to delegate, assign, or contract for those services, the bill would authorize the public agency to continue to delegate, assign, or contract for those services for the remaining concurring public safety agencies. The bill would state the Legislature's intent to affirm and clarify a public agency's duty and authority to develop emergency communication procedures and respond quickly to a person seeking emergency services through the "911" emergency telephone system. This bill contains other related provisions and other existing laws.

**H&SS staff participated in the meeting and noted the following concerns with SB 438. Specifically, it places significant restrictions on the authority and ability of a Local EMS Agency (the SEMSC in Solano County) to control EMS dispatch. It limits dispatch options, and it permits each local public safety agency to establish dispatch criteria that differ from one another and from the criteria established by the Local EMS Agency. It has the effect of undermining consistent medical oversight of the EMS system, resulting in variable delivery of EMS services across the County. In 1997, the California Supreme Court, in the case of County of San Bernardino vs. City of San Bernardino,**

explained the expansive nature of medical control and specifically discussed policies and procedures governing dispatch and patient care. This Bill places limits on the EMS Medical Director's control related to response and delivery of prehospital emergency care. California's associations of health officers oppose this Bill.

Action - The Legislative Committee reviewed the bill and recommended an Oppose position and referred it to the full Board for consideration.

## Summary of Federal Legislative Report – August 5

### Two-Year Budget and Debt Ceiling Agreement Reached

Prior to departing for their annual summer recess, House and Senate lawmakers voted to approve a new two-year budget deal (HR 3877) that will suspend the debt ceiling and lift the spending caps put in place by the *Budget Control Act* (PL 112-25). Pursuant to the legislation, which was signed into law by President Trump on August 2, discretionary spending is set to increase by approximately \$320 billion over the next two years. In addition, the limit on federal borrowing will be suspended through July 31, 2021, ensuring that the Treasury will be able to meet its debt obligations.

Under the terms of the budget agreement, nondefense discretionary spending will increase by roughly 4.5 percent over current levels (rising from \$605 billion in FY 2019 to \$632 billion in FY 2020). For FY 2021, funding for nondefense programs will be set at \$634.5 billion. Without the adjustments to federal spending caps, funding for both domestic and defense programs would have been in line for automatic cuts, known as sequestration, totaling roughly 10 percent beginning this January.

While the new budgetary framework will grease the wheels for the fiscal year 2020 appropriations process to advance in earnest, there is no *guarantee* that Congress will pass all 12 spending bills by the start of the new fiscal year. In the House, lawmakers have cleared 10 of the annual funding measures, though adjustments will likely need to be made to reflect the terms of the new budget deal. Across Capitol Hill, Senate appropriators have not yet approved a single FY 2020 spending measure.

### Infrastructure Update

On July 30, the Senate Environment and Public Works (EPW) Committee unanimously approved a five-year highway reauthorization bill (S 2302). The bipartisan legislation, entitled *America's Transportation Infrastructure Act* (ATIA), would authorize a total of \$287 billion for roads and bridges between fiscal years 2021 and 2025. The proposed investment represents an increase of over 27 percent compared to the current levels authorized under the FAST Act, which is set to expire in September of 2020.

In addition to the increased funding levels, ATIA includes a number of provisions that would benefit Solano County. For example, the legislation places a major emphasis on measures to improve the resiliency of transportation infrastructure, including a new initiative called the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) grant program. Under the program, \$786 million would be made available to States on an annual basis via formula grants; another \$200 million in resiliency funds would be available on a competitive basis.

S 2302 also would expand eligibility under the Emergency Relief (ER) program to include projects such as relocating roadways in floodplains to a higher elevation, stabilizing slide areas and slopes, improving drainage, and installing seismic retrofits. Under the bill, projects like these would be eligible for a maximum Federal share of up to 100 percent.

Furthermore, ATIA would authorize \$6.6 billion for a new Bridge Investment Program that would assist local governments in rehabilitating or replacing structurally deficient bridges. Of this amount, \$3.3 billion would be dedicated funding from the Highway Trust Fund with the remaining \$3.3 billion available via the annual appropriations process. It should be noted that S 2302 would maintain the current set-aside for local bridges that are located *off* the federal-aid highway system.

With regard to streamlining, the Senate bill would codify core elements of the Trump administration's "One Federal Decision" policy (Executive Order 13807) for highway projects, including a two-year goal to complete all environmental reviews, as well as a 90-day timeline for related project authorizations. The legislation also seeks to avoid duplication by requiring a single environmental document and record of decision to be signed by all participating agencies.

Additionally, S 2302 would provide \$3.5 billion for formula and competitive grants to expand investments in transportation improvements that are designed to reduce carbon emissions, as well as \$250 million over five years for a new grant program for projects designed to reduce the number of wildlife-vehicle collisions.

Finally, it should be noted that there is currently no consensus or leading plan on how to finance the new highway spending. For his part, Finance Committee Chairman Chuck Grassley (R-IA) has indicated that his committee will not move forward with a revenue title unless Majority Leader Mitch McConnell (R-KY) agrees to allow the chamber to vote on a gas tax increase. At this point, McConnell appears unwilling to make such a commitment.

### **Mare Island Cemetery Amendment Included in House NDAA**

Congressman Mike Thompson recently secured an amendment to the House-passed *National Defense Authorization Act* (NDAA) that would authorize the Secretary of Defense to provide up to \$250,000 per year for the maintenance, preservation, and operation of the Mare Island Naval Cemetery. The amendment stipulates that the funding may only be provided to a historic preservation foundation, which would need to be designated by the City of Vallejo.

It should be noted that the amendment language is somewhat similar to Congressman Thompson's stand-alone Mare Island cemetery bill. That particular piece of legislation (HR 578) – along with a companion bill By Senator Dianne Feinstein (S 127) – would transfer control of the cemetery from the Vallejo to the U.S. Department of Veterans Affairs.

### **USDA Proposes to Cut CalFresh Eligibility**

The U.S. Department of Agriculture (USDA) recently published a proposed rule – Revision of Categorical Eligibility in the Supplemental Nutrition Assistance Program (SNAP) – that would tighten automatic eligibility requirements for SNAP/CalFresh. Under current law, states can automatically deem people eligible for SNAP if they qualify for similar federal benefits, such as the Temporary Assistance for Needy Families (TANF) program.

According to USDA, some states have expanded this categorical eligibility so that even those households receiving nominal, one-time benefits or services would qualify for SNAP. USDA Secretary Sonny Perdue contends that this has resulted in individuals receiving benefits who would not typically qualify under regular program rules. Therefore, the administration's proposal seeks to limit categorical eligibility to those who receive "ongoing and substantial benefits" from TANF. Specifically, a household would have to receive a TANF benefit of at least \$50 per month for a minimum of six months to qualify for automatic SNAP eligibility.

USDA estimates that eliminating the state option would reduce Federal spending by nearly \$9.4 billion over the next five years, although it would also substantially increase administrative costs. It should be noted that the proposal indicates that the rule may negatively impact food security, pushing 3.1 million individuals off the SNAP program, including approximately 13.2 percent of all SNAP households with elderly individuals. If the rule is finalized, it's projected to impact over 120,000 Californians.

Interested parties are encouraged to submit written comments to the agency before the September 23 deadline.

### **Senate Cannabis Banking Hearing**

On July 23, the Senate Banking Committee held a hearing to discuss the challenges that state-legal cannabis businesses face when attempting to access traditional banking services. Senators Cory Gardner (R-CO) and Jeff Merkley (D-OR) spoke on the first panel and urged the committee to consider bipartisan legislation – the *SAFE Banking Act* (S 1200) – which would help provide cannabis-related businesses with legal access to banking services. The bill also would exempt depository institutions and their employees from federal prosecution or investigation solely for providing banking services to a state authorized cannabis-related business. This so-called "safe harbor" is intended to provide certainty for financial institutions to offer their products and services to well-regulated cannabis-related businesses. The House Financial Services Committee approved a companion bill (HR 1595) earlier this year.

In addition to Senators Gardner and Merkley, the committee heard from representatives of the Credit Union National Association (CUNA), the American Bankers Association (ABA), the Cannabis Trade Federation, and Smart Approaches to Marijuana. With the exception of Mr. Garth Van Meter, who testified on behalf of Smart Approaches to Marijuana, all of the witnesses expressed support for the *SAFE Banking Act*. Mr. Van Meter instead voiced concerns about efforts to legalize cannabis, including its public health ramifications and potential for addiction.

For his part, Committee Chairman Mike Crapo (R-ID) acknowledged that a strong case was made for approving safe harbor legislation, although he also indicated that this is a complex issue that Congress needs to get right. It should be noted that Senator Crapo has previously refused to consider such legislation, so long as cannabis remains illegal at the federal level. Therefore, his willingness to continue the conversation is considered a major development.