

# **MEMORANDUM OF UNDERSTANDING**

**For**

**Chauffeurs, Teamsters & Helpers  
Local 150**

**Unit #1 Attorneys**

**November 5, 2017 through  
November 4, 2019**

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**MEMORANDUM OF UNDERSTANDING**

**Unit #1, Attorneys**

**PREAMBLE**

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **CHAUFFEURS, TEAMSTERS & HELPERS UNION, LOCAL #150**, 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 Chauffeurs, Teamsters & Helpers, Local #150, 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 Chauffeurs, Teamsters & Helpers Local #150 ("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, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in 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 employees in the following unit:

Unit #1 – Attorneys

**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 beginning of the pay period in which the MOU is adopted by the Board of Supervisors <INSERT DATE>, except for 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 two years following the beginning of the MOU Term <INSERT DATE>. This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to <INSERT DATE>, or prior to May 2 of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

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

#### **3.1 Agency Shop**

The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Union. However, as a condition of continuing employment, employees must either join the Union or pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Memorandum of Understanding.

#### **3.2 Union Dues/Service Fees**

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization notice advising the employee that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have fifteen (15) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Auditor's Office, Payroll Division.

- A. If the form is not completed properly and returned within fifteen (15) calendar days, the County Auditor shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of union dues, service fee, or a charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.
- B. 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.

### 3.3 Religious Exemption

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

### 3.4 Financial Reports

Chauffeurs, Teamsters & Helpers Unions, Local #150, shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the County Administrator once annually.

- A. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this agreement at the Office of the Union.
- B. Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until said report is filed.

### 3.5 Payroll Deductions and Payover

The County shall deduct Union dues or service fees from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also quarterly provide the Union with a list of all persons making charitable deductions pursuant to the religious exemption granted herein.

The County will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests.

### 3.6 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.

3.7 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.

3.8 Dues

Dues deduction shall not be retroactive.

3.9 Fines and Penalties

The County will not deduct any Union's fines or penalties from the pay of any employee.

3.10 Programming Fee

The Union shall reimburse the County for actual, reasonable and necessary costs, if any occur, of programming in order to maintain this agreement. Such costs shall not exceed the 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.

3.11 Unit Membership List

Management shall provide to the Union, within thirty (30) calendar days from the effective date of this Memorandum of Understanding and each quarter thereafter, an alphabetized list of employees subject to this Memorandum of Understanding.

3.12 Release Time

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

The authorized representatives of the Union shall be made known to the Director of Human Resources on a yearly basis and updated as changes occur.



### 3.13 Work Access

The authorized and designated representatives of the Union shall have access to the facilities of the Office of the District Attorney, Public Defender, Office of Child Support Services, or Alternate Public Defender during working hours for the purpose of assisting employees covered under the Memorandum of Understanding in the presenting of grievances, in investigating complaints about working conditions or in investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request prior authorization for such visit by contacting the designated representative of the District Attorney, Director of Child Support Services, Public Defender, or Alternate Public Defender. In the event immediate access cannot be authorized, the designated representative shall inform the Union staff representative as to the time when access can be granted.

- A. The Union shall give to the Office of the District Attorney, Public Defender, Alternate Public Defender, Child Support Services, and County Director of Human Resources a written list of its staff representatives and shall keep such list current.
- B. This Article shall not be construed as a limitation on the power of the District Attorney, Director of Child Support Services, Public Defender, Alternate Public Defender or his/her designee or restrict access to areas designated as security or confidential.

### 3.14 Use of County Facilities

The Union may be granted the use of County facilities for meetings composed of representation unit employees provided such meetings are held outside regularly scheduled working hours for the employees and provided space can be made available without interfering with County needs. The Union shall obtain the permission of the County Administrator before using such facilities. Meeting places shall be left in an orderly manner upon completion of the meeting.

### 3.15 Bulletin Boards

Bulletin boards will be made available to the Union. No material, other than notices of meetings, social events, elections, appointments, and other official Union business and information, shall be posted on a bulletin board unless and until approved for posting by the designated management representative. All material shall be dated and signed by an authorized union representative responsible for its issuance. Posted material shall bear the identity of the Union, not be misleading or in violation of any law, neatly displayed, and removed when no longer timely. The County, through the Director of Human Resources, reserves the right to remove objectionable materials after consultation with the Union.

### 3.16 Human Resources New Employee Orientation

1. A representative of the Recognized Employee Organization (Union) shall be permitted fifteen (15) minutes to meet with employees of the bargaining unit at the New Employee Orientation conducted by Human Resources (HR).

2. 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.
3. The Union Representative shall advise the County ten (10) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at the meeting.
4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Union has provided notice of its intention to present, the County shall provide a list to the Union that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.
5. If the Union representative 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
6. 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 will not be provided; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.
7. The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.
8. 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 9:15a.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.
9. The Union may provide copies of Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
10. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.

#### 4. COUNTY MANAGEMENT RIGHTS

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

#### 5. SALARIES

##### 5.1 Salary Ranges and Pay Dates

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

##### 5.2 Pay for New Employees

- A. New Employees shall be appointed at the recruiting step of the salary range in effect for the particular class of position to which the appointment is made.
- B. The department head/appointing authority may authorize that a particular position be filled at step one, two or three, following guidelines issued by the Department of Human Resources. Requests for appointments at step 4 or 5 must be approved by the Director of Human Resources

##### 5.3 Salary Upon Reemployment

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

apply toward seniority, for layoff purposes (if otherwise applicable), step raise eligibility or any benefit other than vacation and longevity eligibility.

#### 5.4 Merit Increases within Grade

- A. Salary increases within a grade shall be automatic subject to an employee remaining in good standing. For purposes of this section, good standing is defined as no discipline, current Performance Improvement Plan or failed Performance Improvement Plan since the last step increase.
- B. The merit increase eligibility dates for all employees hired into this unit on or after September 4, 2011 shall be the first day of the pay period following completion of 26 full pay periods.

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

- C. Every employee in a regular position hired before September 4, 2011 shall have a merit increase eligibility date which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

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

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 work day Monday (Tuesday, if Monday is a holiday) of the pay period, the employee's time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of absence without pay, other than military leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the salary increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave-of-absence without pay.

- D. 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 salary increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.

#### 5.5 Salary Upon Promotion

Any-regular, probationary or limited-term employee who is promoted to a position in a class with a higher salary range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute a five (5%) increase over the salary received prior to the promotion, but not to exceed the top step of the new range.

#### 5.6 Professional Allowance

Each attorney in the classes of Deputy Public Defender, Child Support Attorney, and Deputy District Attorney will receive \$25.00 per pay period as a professional business allowance to cover costs of work related items including, but not limited to training (registration fees, lodging, etc.), reference materials or other professional expenses. Plans for expenditure of this allowance must be submitted to the appointing authority in accordance with Section 22.3, Professional Allowance Expenditure Plan.

#### 5.7 Promotions within Series

Employees assigned to the classifications of Deputy District Attorney I, Child Support Attorney I or Deputy Public Defender I may be promoted to the next class level in the series at the discretion of the department head after six (6) months to eighteen (18) months.

Employees assigned to the classifications of Deputy District Attorney II, III, or IV, Child Support Attorney II, III, or IV, or Deputy Public Defender II, III, IV may be promoted to the next class level in the series at the discretion of the department head after a minimum of twelve (12) months in the immediately lower classification level.

#### 5.8 Overpayments and Underpayments

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
1. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
  2. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
  3. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
  4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.

5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll.
- 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.

#### 5.9 Longevity Pay

- 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 2.5% increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional 2.5% increase in compensation (a total of 5%) over the rate for the class in which employed; additionally, and effective beginning on the first day of the first pay period commencing on or after January 1, 2015, employees who complete twenty-five (25) years of continuous full-time service shall be entitled to an additional two and one half percent increase in compensation (a total of 7.5%) over the rate for the class in which employed; additionally, also effective beginning on the first day of the first pay period commencing on or after January 1, 2015, employees who complete 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 addition thereto, and not restricted or reduced by reason of the longevity increase.

### **6. BENEFITS**

#### 6.1 Medical Insurance

Regular, limited term and probationary employees have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance

program. The County's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PERS.

## 6.2 Retiree Medical Insurance

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

## 6.3 Cafeteria Plan

For coverage effective January 1, 2017, the County's contribution to the cafeteria plan shall be set at seventy-five percent (75%) of the 2017 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

For coverage effective January 1, 2018, the County's contribution to the cafeteria plan shall be set at seventy-five percent (75%) of the 2018 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

For coverage effective January 1, 2019, the County's contribution to the cafeteria plan shall be set at seventy-five percent (75%) of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Additionally, with the beginning of the first pay period following adoption of the 2017 collective bargaining agreement, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution shall sunset at the end of the pay period which includes the expiration of the 2017-2019 collective bargaining agreement.

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

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of three hundred thirty-four dollars fifty-eight cents (\$334.58) per month.

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

A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in



proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

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, limited-term and probationary employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the first of the month following six (6) months of continuous service with the County. Effective beginning the latter of full adoption of the collective bargaining agreement or the pay period which includes November 1, 2016, the eligibility period for the dental insurance shall begin the month following appointment with the County.

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

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

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

#### 6.5 Vision Insurance

Regular, limited-term and probationary 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 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, limited-term and probationary employees are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following 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 regular, limited term and probationary employees. 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

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

#### 6.9 Long Term Disability Insurance

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

#### 6.10 Retirement Plan

- 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. PEPR 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. PEPR 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 PEPR 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. If any term of this MOU conflicts with the PEPR or any amendment thereto, the PEPR or such amendment will prevail.

E. Pre-PEPR Tier 1

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 PEPR Tier and who are not participants in the formula described in **6.10.F** below.

F. Pre-PEPR 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 PEPR tier described in paragraph **6.10.C** above.

G. Employee Payment of PERS Member Contributions.

1. PEPR Member Contributions.

Members of the PEPR Tier will contribute toward the PEPR 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 PEPR Tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPR Member Contribution.

Employees subject to the Pre-PEPR 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-PEPR 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. PERS Cost Share

Effective the latter of either the first pay period following Union ratification and the Board of Supervisors' approval of the successor collective bargaining agreement, or September 28, 2014, the parties agree that employees shall share equally in the PERS employer rate increases for employer rate costs between 14% - 16% as an additional employee deduction. The maximum employee contribution shall not exceed one percent (1%). This provision is sunset effective January 1, 2017.

6.11 Social Security and Medicare

Employees represented by this bargaining unit have coverage under the federal Social Security system. The Social Security system requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

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

**7. SAFETY AND WORKERS' COMPENSATION**

- 7.1 In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- 7.2 In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code § 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **subsection K7.II** (integration of worker's compensation and SDI), below.
- 7.3 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 **subsection 7.2** (payment during the temporary disability waiting period), above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **subsection 7.II**, below.

- 7.4 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.
- 7.5 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 Workers' Compensation for a maximum of twelve (12) months.
- 7.6 The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or the period of time he/she is on approved FMLA leave, whichever is longer.
- 7.7 Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary benefits.
- 7.8 Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.
- 7.9 Sick leave may be used for any medical appointments due to a work-related injury or illness.
- 7.10 Service credit as provided in this Memorandum of Understanding toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both County paid leave and temporary disability benefits from either Workers' Compensation.
- 7.11 Workers' Compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  - A. Employees must promptly inform departmental payroll clerks of their workers' compensation temporarily disability or State Disability Insurance temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - B. 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.
  - C. Employees' pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bi-lingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly workers' compensation

temporary disability or State Disability Insurance temporary disability benefits, at the employees' discretion.

**7.12 Temporary Light Duty Assignments for Injured Employees**

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department.
  - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment and;
  - 2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.
- 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 of work the longest period of time without pay.

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

**8. INCENTIVES AND DIFFERENTIALS**

**8.1 Bilingual Pay**

- A. Procedure for Requesting Bilingual Pay Differential
  - 1. Recommendations for bilingual pay differential shall be submitted by the department head to the Department of Human Resources and shall include:
    - a. Employee name and class;
    - b. A description of the bilingual duties to be performed, the second language to be utilized, purpose, nature and frequency of use; and,

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 evaluate the recommendation and approve or deny the request. The decision by the Director of Human Resources or his/her designee shall be final.

B. Bilingual Pay Differential Eligibility

1. A bilingual employee in a public contact position which involves regular and frequent use of bilingual skills shall be eligible to receive additional compensation.
2. Regular and frequent use means using bilingual skills on the average of once per workday and/or fifty percent (50%) of the time. Exceptions for unique circumstances may be made at the discretion of the department head with concurrence of the Director of Human Resources or his/her designee.
3. A bilingual employee assigned duties requiring use of bilingual skills (e.g. interpreter) may be eligible to receive additional compensation.
4. Bilingual pay differential shall be limited to permanent, probationary or limited term full-time employees.
5. The provision 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 language shall be limited to those required in the delivery of public services to the various target groups in the County (e.g. Spanish).

C. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of fifty-five dollars (\$55.00) per pay period (approximately \$1,430.00 per year).
2. Such is effective on the first day of the pay period following certification by the Department of Human Resources that the employee is eligible to receive bilingual pay differential.

D. Termination of Bilingual Pay Differential

1. Bilingual pay differential shall cease when any of the following occurs:



- a. The employee terminates employment with the County
  - b. The employee is released from County employment;
  - c. The position no longer requires bilingual skills;
  - d. The employee is assigned to a position not requiring bilingual skills.
2. An employee on leave-of-absence without pay during a pay period shall receive bilingual differential in proportion to the relationship the time worked during the pay period bears to eighty (80) hours.

## 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:

### Vacation Credit

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

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

- 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. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- D. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation leave as their termination date (e.g., requesting vacation leave to begin 3-7 and the actual termination date to be 3-13, etc.).
- E. 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.

- F. 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.
- G. 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 beneficiary, if designated, or to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- H. 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. SICK LEAVE**

- A. 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.
- 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. Sick leave may be applied to absence caused by illness or injury 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 or nurse or other satisfactory evidence of illness to the appointing authority.
- D. 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.
- 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.
- 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 shall not be counted as time worked for purposes of overtime computation.
- 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. Employees terminating employment for reasons of regular or disability retirement, by death or release from County employment as a result of a permanent reduction in the number of authorized regular help positions, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings.

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).

- I. 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 or sister of the employee or grandchild.

- 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 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.

- K. 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.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. Each appointing authority, at the time of certifying a payroll to the Auditor-Controller for his/her department, shall report the absences of employees for approved sick leave during the pay period concerned.

## **11. LEAVE CONTRIBUTION PROGRAM**

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

### **11.1 Eligibility**

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

1. Be a regular full-time or regular part-time employee who has passed his/her initial County probationary period.
2. Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off.
3. Be able to return to work for at least 30 days, and

4. Have applied and received approval for a Leave of Absence Without Pay.

#### 11.2 Benefits

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

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

#### 11.3. Guidelines for Donating Leave Credits to the Program

- A. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any-regular full or regular part-time employee who has completed his/her initial County probationary period.
- B. Time donated will be converted from vacation, CTO, or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- C. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours.
- D. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four hour increments. An employee cannot donate leave hours which would reduce his/her vacation balance to less than 40 hours.
- E. The use of donated leave hours will be in consecutive one shift increments (i.e. 8 hours for a full time employee working five eight hour days/week).
- F. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- G. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.

- H. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.
- I. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

- 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 and step brothers and sisters of the employee;
  - present spouse of the employee;
  - a person assuming the role of the employee's spouse;
  - ex-spouse who is the natural parent of a minor child in the custody of the employee;
  - natural parents and grandparents of the employee's spouse;
  - grandchildren of the employee's spouse;
  - natural brothers and sisters of the employee's spouse;
  - present spouses of the employee's natural brothers and sisters;
  - son-in-law and daughter-in-law of the employee.
- B. For full-time employees, such leave shall be a maximum of forty (40) hours within seven (7) consecutive calendar days, whether services are within the State or outside the State of California. Part-time employees will be prorated in relation to their percent of employment to fifty (50) percent of the full-time benefit. 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. A female employee who has a miscarriage or who gives birth to a stillborn child shall be eligible for bereavement leave in accordance with **Section 12, B**. This provision shall be applicable only to the employee having the miscarriage. Bereavement leave for a miscarriage shall not be applicable for any other family members identified in **Section 12, A**.

## **13. OTHER LEAVE**

### **13.1 Maternity Leave**

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. An employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

### 13.2 Family and Medical Leave

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

### 13.3 Jury Duty

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

### 13.4 Time Off for Blood Donation

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

### 13.5 Time Off for Promotional Examination

If an examination is given during an employee's normal work hours, the employees shall be entitled to necessary time off away from work with pay to take qualifying or promotional examinations for the County, including hiring interviews for County of Solano positions.

### 13.6 Military Leave of Absence

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

one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.

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 to Section 395.3 of the California Military and Veterans' Code and Title 38 U.S. Code, Chapter 43 (Veterans' Reemployment Rights).

13.7 Leave of Absence Without Pay

- A. 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 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.
- C. A leave of absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
- E. Benefits shall not 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 County 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 may 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 three (3) days of the date his/her automatic resignation became effective. Any disputes arising under this Section shall be subject to the grievance procedure.
- 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 the Director of Human Resources.

## **14. HOLIDAYS**

### **14.1 Eligibility**

- A. Only regular, probationary, and limited-term employees shall be eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. An employee who is terminating his/her employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. 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 the employee's 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.
- E. An employee who is on leave of absence without pay in such a way that he or she is not authorized any pay for both the regularly scheduled working day before the holiday and the regularly scheduled working day after the holiday shall not be paid for that holiday.

- F. A part-time employee shall receive those paid holidays on the same basis as this or her hours worked related to forty (40) hours, regardless of work schedule.
- G. 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.
- H. A full-time employee whose regularly scheduled day off falls on a fixed paid holiday shall be entitled to eight (8) hours of additional Attorney Time Off, with the use and restrictions as provided by **Section 20.2, Attorney Time Off**.

#### 14.2 Holidays

- A. Fixed Paid Holidays Include:

January 1 <sup>st</sup>	New Year's Day
The third Monday in January	Martin Luther King's Birthday
February 12 <sup>th</sup>	Lincoln's Birthday
The third Monday in February	Washington's Birthday
The last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
The first Monday in September	Labor Day
The second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veterans' Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
The day after Thanksgiving Day	
December 25 <sup>th</sup>	Christmas Day
- B. Other Paid Holidays Include:
  - 1. One (1) paid floating holiday in each calendar year. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee. The holiday maybe taken at any time during the calendar year, but must be taken within the calendar year.
  - 2. Such other days in lieu of holidays as the Board of Supervisors may determine.
  - 3. Special or limited holidays appointed by the President or the Governor.

### **15. PROBATIONARY PERIOD**

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26<sup>th</sup>) full pay period.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of

thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13<sup>th</sup>) pay period.

- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- D. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing. The probation period may exceed twenty-six (26) 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 extension shall not exceed thirteen (13) bi-weekly periods. The Union shall receive notification of any such extensions.
- E. The Employer may, during the promotional or transfer probationary period, terminate the promoted or transferred employee without cause. However, such employee, if he or she has passed initial probation, shall be returned to the classification the employee held immediately before the termination provided that a different Attorney I through IV position is vacant within the department in which the employee held such employment immediately prior to the promotional/transfer probationary position. If no such vacancy exists the employee will be laid off and, if he or she passed initial probation, placed on a recall list. Nothing in this Section shall preclude the County from terminating the promotional or transferred employee during the promotional or transfer probationary period, pursuant to **Section 18, Disciplinary Action**, of this Memorandum of Understanding.

## 16. LAYOFF

- A. Whenever the Board of Supervisors determines in its sole discretion that it is necessary to abolish any position of employment, the employee holding that position may be laid off without disciplinary action and without the right of appeal.
- B. An employee being laid off shall be given at least fourteen (14) days prior notice of the layoff date.
- C. At least thirty (30) days before the effective date of a layoff, the Director of Human Resources will provide the Union with the performance evaluation scores within the affected department, including the name and job classification of each listed employee. The Union will maintain the confidentiality of these scores except to the minimum extent necessary to carry out its role in representing the employee(s).
- D. In each class (e.g., Attorney I, Attorney II, Attorney III, Attorney IV, Attorney V), employees shall be laid off according to employment status in the following order within affected job classification within the affected department:

- any non-employee attorneys (e.g., volunteer attorneys, externs or contract attorneys),
- extra help attorneys,
- an employee whose most recent performance evaluation had an overall rating of does not meet expectations,
- an employee who has not completed his/her initial probationary period,
- by evaluation score of employees' most recent performance evaluations in inverse order (lowest score is laid off first).

In the event that there are more employees within the same employment status category listed above who are tied and the number of these tied employees exceeds the number of positions to be laid off, then the Director of Human Resources or his designated representative shall develop and distribute a list of ties to the Union and notify the Union of the time and place for the tie breaking activity. The Union shall have the right to have a representative present. The Director of Human Resources or his designated representative shall determine the order of layoff by selecting cards at random from a deck of standard playing cards. The person in the tied group of employees receiving the smallest denomination of playing cards shall be laid off first, the person receiving the next smallest card shall be laid off next, ext.

Each employee shall receive an annual performance evaluation on approximately his/her position anniversary date.

An employee may not retreat to a previously held class.

- E. Recall of employees will be in reverse order of layoff. Employees separated through layoff will be certified to positions in the class in which they were separated on a one-for-one basis if the opening occurs in the department in which the layoff occurred. Certifications in this manner will be made from the layoff eligible list in the reverse order in which the employees were laid off, the last to be laid off will be the first to be certified.

Departments shall first hire from a recall employment lists, which shall take precedence over all other employment lists.

- F. A laid off employee shall remain on the recall list until that employee refuses an offer of reemployment to the class from which he/she last held or until twenty-four (24) full calendar months have elapsed from the date of the employee's original layoff, whichever occurs first. Laid off employees shall inform the County's Human Resources Department in writing of any change in their mailing address or phone number.

Failure to promptly respond to and accept a reemployment offer within seven (7) calendar days of the date of the offer shall be considered to have relinquished reemployment rights and result in removal from the recall list.

- G. Employees who are laid off and subsequently rehired within a ninety (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 do not accrue additional leaves, will not be entitled to cash out accumulated vacation, sick leave, or any other accumulated leave. 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 this Memorandum of Understanding.

## **17. FURLOUGHS**

### 17.1. Facilities Closure

- A. The parties agree that the Board of Supervisors shall have the right to close County facilities and or cease County operations regardless of funding source, for up to twelve (12) workdays per fiscal year (July 1 to June 30). The twelve (12) days will be determined at the sole discretion of the County. If the County, in its sole discretion, decides to invoke this authority, it will notify the Union of this decision and the dates of the operations/facility closures.
- B. The purpose of the facilities/operations closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County Facilities and/or operations.
- C. The closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

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

- A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in **Section 17.1.C**.
- 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 that County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

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

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

17.4 Paid If Required to Work

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

17.5 Furlough Day on Scheduled Day Off

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

17.6 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 Holidays

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

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

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

17.9 Terminating Employees

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

17.10 Effects of Furlough

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

**18. DISCIPLINARY ACTION**

### 18.1 Discipline Defined

Discipline means the taking for cause (except as provided in **Section 15, Probationary Period**) by dismissal, demotion, suspension, reduction of salary within range, or a formal written reprimand which is filed in the employee's personal history file in the Human Resources Department.

### 18.2 Disciplinary Action Procedure

The appointing authority proposing that disciplinary action be taken, shall provide the employee and the Union with written notice of the proposed action which must include:

- A. A description of the proposed action to be taken;
- B. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;
- C. A clear and concise statement of the reasons for the proposed action;
- D. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and,
- E. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his or her designee. 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 or her choosing at the meeting.

The appointing authority may amend, modify or revoke any or all of the charges or proposed disciplinary action.

### 18.3 Disciplinary Action Appeal Process

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

Disciplinary actions which have been investigated by the Director of Human Resources may be appealed to mediation within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. Mediation shall be provided by the California State Mediation and Conciliation Service, unless the employee and County mutually agree to a different mediator. Mediation shall be advisory only and the parties shall not issue any public statement of fact or opinion on the matter in question. All discussions, notes, proceedings, etc. shall neither be made public nor be introduced into any other disciplinary action step by either party.

If the parties are unable to resolve the dispute, then either party may appeal to arbitration as provided below.

C. Appeal to Arbitration

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 a toss of coin to determine which party shall strike first, the County and Union shall alternately strike one name from the list until one name remains and such person shall serve as the arbitrator.

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 must be made in writing within twenty-one (21) calendar days following the recommendation of the Adjustment Board.

D. Disciplinary Action Appeal Timelines

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

E. Scope of Disciplinary Action Appeal and Arbitration Decisions

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No mediator and 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 arbitration. 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.
4. If the Director of Human Resources or his/her designee, in pursuance of the disciplinary action procedures, resolves a dispute 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. GRIEVANCE PROCEDURE**

### **19.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding. Provisions which specifically provide that the decision of any County official shall be final are excluded and not subject to the grievance procedure.

### **19.2 Purpose**

The purposes of this procedure are:

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

### **19.3 Steps**

- 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 in an effort to resolve the grievance informally within

fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

B. Step 2. Department Head and/or the Designated Representative

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her designee. 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 Department 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. Procedures hereinafter specified may be invoked, provided however, that all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources with a copy to the department head.

C. Step 3. Director of Human Resources

Any employee or any official of the Union may notify the Human Resources Director or his/her designee in writing that a grievance exists, stating the particulars of the grievance and the nature of the determination desired within ten (10) working days from the decision of the appropriate management official in Step 2. The Human Resources Director 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. Adjustment Board

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

The Adjustment Board will be convened within ninety (90) calendar days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.

The mediator shall be selected by mutual agreement from the State Conciliation Service. The recommendation of the Adjustment Board shall be advisory only.

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

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

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

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 recommendation of the Adjustment Board.

19.4 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 unless such dispute falls within the definition of a grievance as set forth in Section 15.A.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

19.5 Compensation Complaints

- A. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which 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.
- 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.

#### 19.6 Grievance Representation

The Union may designate a reasonable number of employee grievance representatives and shall provide the Director of Human Resources with a written list of employees who have been so designated. The Union will update such list as needed.

A grievance representative, if requested by the employee, may represent the employee in the presenting of a grievance at any level of the grievance procedure. The grievant and/or the representative may have up to four (4) hours per pay period release time without loss of pay during working hours for this purpose. If a grievance representative must leave his/her work to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose.

### **20. HOURS OF WORK AND OVERTIME**

#### 20.1 Hours of Work

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

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

#### 20.2 Attorney Time Off

- A. Only regular, limited-term and probationary employees in the Deputy District Attorney and Deputy Public Defender and Child Support Attorney series shall receive an Attorney

Time Off benefit. This will be in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Through 2015, sixty-four (64) hours of Attorney Time Off shall be granted annually to the above referenced employees effective July 1st of each fiscal year. Effective July 1, 2016, Attorney Time Off is increased from sixty-four (64) to eighty (80) hours. An employee in an eligible position shall qualify for up to eighty (80) hours of Attorney Time Off upon employment in that position.

Note: Effective in 2016, the Attorney Time Off was increased from sixty-four (64) to eighty (80) hours. Effective the beginning of the first pay period following adoption by the Board of Supervisors in 2015, attorneys shall receive a one-time increase of sixteen (16) hours of Attorney Time Off.

Use of Attorney Time Off is subject to the approval of the department head. Attorney Time Off may be taken in increments of not less than one (1) hour. In the event it is the department head's determination that an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the department head, with the County Administrator's concurrence may approve additional informal Attorney Time Off for that employee.

Part-time employees are eligible for this benefit on a pro-rata basis; i.e., a half-time eligible employee shall receive forty (40) hours of Attorney Time Off.

**B. Restrictions Regarding the Use of Attorney Time Off**

1. Subject to advance approval by the department head, Attorney Time Off may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Attorney Time Off may be used as sick leave, but only after all accrued sick leave has been exhausted.
2. No person shall be permitted to work for compensation for the County in any capacity while on paid Attorney Time Off.
3. No eligible employee shall carry over Attorney Time Off from one fiscal year to another. Any eligible employee who separates from County employment shall not receive any compensation for any unused Attorney Time Off.
4. A department head may require employees covered in this Section to work beyond the official forty (40) hour workweek. Attorney Time Off will constitute full compensation for such work.

**21. NO STRIKE/NO LOCKOUT**

The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, or to perform customary duties during the term of this Memorandum of Understanding.

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

## **22. OTHER PROVISIONS**

### **22.1 Mileage Reimbursement**

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

### **22.2 Licensing and Certification Fund**

The County shall maintain and fund the Licensing and Certification Fund for payment of professional membership dues necessary to practice law in the State of California. Any full-time employee who avails him or herself of the county's Licensing and Certification Fund and who voluntarily leaves the County service during the fiscal year in which the employee drew upon the fund, shall reimburse the County on a pro-rata basis the amount the employee received from the Licensing and Certification Fund.

### **22.3 Professional Allowance Expenditure Plan**

Attorneys who receive a professional allowance as outlined in **subsection 5.6, Professional Allowance**, of this memorandum of understanding are responsible to present an annual plan to the appointment authority. This plan must document the specifics of how the professional allowance will be used in accordance with **subsection 5.6, Professional Allowance**, of this Memorandum of Understanding. Upon completion of expenditures, attorneys must provide sufficient documentation to the appointing authority to confirm that the expenditure(s) was(were) in accordance with the attorney's annual plan.

If an attorney does not file an annual plan or provide documentation of appropriate expenditures of his/her annual allowance, the appointing authority has the right to discontinue the allowance outlined in **subsection 5.6, Professional Allowance**, with advance written notice to the attorney.

### **22.4 Performance Evaluations**

Each employee shall receive an annual performance evaluation on approximately his or her anniversary date.

### **22.5. Continuing Education Units.**

Attorneys approved to enroll by their department head in units required to fulfill Minimum Continuing Legal Education (MCLE) requirements imposed by the State Bar will have the cost of enrollment and attendance paid by their department.

22.6 Search Warrant On-Call Status/Ride-Along Participation.

Employees earn compensatory time off for search warrant on call status and for participation in the ride along program during off duty hours. The compensatory time is earned under the following conditions:

An employee placed on search warrant on call status earns four (4) hours of compensatory time off for each full week the employee is in the on call status. An employee who participates in the ride along program during off duty hours earns four (4) hours of compensatory time off each time the employee participates. Compensatory time under this provision may only be accumulated to a maximum of eight (8) hours. Appointment to search warrant on call status, and participation in a ride along, are subject to advance approval by the department head.

22.7 Use of Volunteers

- A. The Public Defender Department, the Alternate Defender Department, District Attorney Department, and Child Support Services Department may use volunteers to perform bargaining unit work but may not use licensed volunteer attorneys to perform work in excess of the maximum hours specified in this subsection. Said maximum is based on a calculation that the affected department will perform twice each calendar year (once each for the periods January 1 through June 30, and July 1 through December 31).
- B. Except as provided below in this subsection, within their respective departments, the hours of services performed by volunteer attorneys during the quarter may not exceed ten percent (10%) of the regularly budgeted hours worked by bargaining unit attorneys within the affected department in the same quarter. If this results in an allowed maximum that reflects a fraction of a position (e.g., two thirds of a position), the department shall round the fraction up to the next whole number. For purposes of calculating and administering the limitation on volunteer attorney hours under this paragraph, the Public Defender and Alternate Defender departments shall be treated as a combined single department and their volunteer attorney hours limit and usage measured together.
- C. Notwithstanding the preceding terms of this subsection, if the applicable department head determines, in good faith, that temporary continuation of a volunteer(s) is required to prevent interference with legal or professional ethical duties and responsibilities to the County, department or Client, service hours rendered in that circumstance that cause the department to exceed the normally allowable maximum will be permitted until the underlying exigency abates or can be managed within the maximum through regular budgeted staff services, whichever is sooner.



**23. SEVERABILITY**

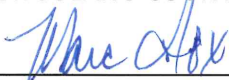
If any article, part or provision of this Memorandum of Understanding is held to be invalid or unenforceable by operation of law or the judgment of an administrative board, tribunal or court of competent jurisdiction, said article, part or provision shall be suspended and superseded by such applicable laws, regulations or orders and the remainder of this Memorandum of Understanding shall not be affected thereby.

**24. FULL UNDERSTANDING**

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

In witness hereof the parties hereto have set their hands this 14 day of November, 2017.

**FOR SOLANO COUNTY:**

 11/14/2017  
\_\_\_\_\_  
**Marc A. Fox**

Human Resources Director

  
\_\_\_\_\_  
**Mark Love**

Employment Relations Manager  
Chief Negotiator

  
\_\_\_\_\_  
**Elena M. D'Agustino**

Chief Deputy Public Defender

  
\_\_\_\_\_  
**Carlise Mickens**

Senior Human Resources Analyst

**FOR THE UNION:**

\_\_\_\_\_  
**Mario Contreras**  
Secretary-Treasurer IBT Local 150

\_\_\_\_\_  
**Ken Akins**  
Chief Negotiator

  
\_\_\_\_\_  
**Ari Bulmash**

Deputy Public Defender I

  
\_\_\_\_\_  
**William Crow**

Child Support Attorney IV

  
\_\_\_\_\_  
**Jeffrey Kauffman**

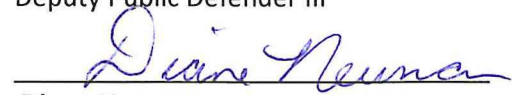
Deputy District Attorney V





**Dustin Latka**

Deputy Public Defender III



**Diane Newman**

Deputy District Attorney IV

**Appendix A – Listing of Classifications**

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

- Child Support Attorney I
- Child Support Attorney II
- Child Support Attorney III
- Child Support Attorney IV
- Deputy District Attorney I
- Deputy District Attorney II
- Deputy District Attorney III
- Deputy District Attorney IV
- Deputy District Attorney V
- Deputy Public Defender I
- Deputy Public Defender II
- Deputy Public Defender III
- Deputy Public Defender IV
- Deputy Public Defender V

**Appendix B – Salary Schedule**

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

Class	Step 1	Step 2	Step 3	Step 4	Step 5
Child Support Attorney I	\$5,739.80	\$6,026.81	\$6,328.14	\$6,644.59	\$6,976.77
Child Support Attorney II	\$7,768.49	\$8,156.91	\$8,564.79	\$8,993.00	\$9,442.71
Child Support Attorney III	\$8,933.82	\$9,380.52	\$9,849.55	\$10,342.05	\$10,859.16
Child Support Attorney IV	\$10,275.93	\$10,789.69	\$11,329.19	\$11,895.70	\$12,490.45
Dep District Attorney I	\$5,739.80	\$6,026.81	\$6,328.14	\$6,644.59	\$6,976.77
Dep District Attorney II	\$7,768.49	\$8,156.91	\$8,564.79	\$8,993.00	\$9,442.71
Dep District Attorney III	\$8,933.82	\$9,380.52	\$9,849.55	\$10,342.05	\$10,859.16
Dep District Attorney IV	\$10,275.93	\$10,789.69	\$11,329.19	\$11,895.70	\$12,490.45
Dep District Attorney V	\$11,817.29	\$12,408.16	\$13,028.58	\$13,680.01	\$14,364.01
Dep Public Defender I	\$5,739.80	\$6,026.81	\$6,328.14	\$6,644.59	\$6,976.77
Dep Public Defender II	\$7,768.49	\$8,156.91	\$8,564.79	\$8,993.00	\$9,442.71
Dep Public Defender III	\$8,933.82	\$9,380.52	\$9,849.55	\$10,342.05	\$10,859.16
Dep Public Defender IV	\$10,275.93	\$10,789.69	\$11,329.19	\$11,895.70	\$12,490.45
Dep Public Defender V	\$11,817.29	\$12,408.16	\$13,028.58	\$13,680.01	\$14,364.01

2. Effective the beginning of the pay period which includes the date of 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 four (4%) of the base wage rates in effect the day before such increase takes effect.
3. Effective twenty-six (26) periods following the wage increase identified in this appendix B, paragraph 2 above, employees shall receive a wage increase of two and one-fifteenth percent (2.15%) as an equity adjustment to modify the internal alignment of attorney classifications within the County.
4. Effective with pay period 25 of 2018 (presently payable December 7, 2018), all active employees shall receive a one-time lump sum payment equivalent to eight (8) hours of base pay, with said payment not subject to CalPERS reporting benefits.
5. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

**Appendix C – Payroll Deduction Authorization**

**PAYROLL DEDUCTION AUTHORIZATION  
(MAINTENANCE OF MEMBERSHIP)**

\_\_\_\_\_  
**Employee's Last Name** **First** **MI**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Department Classification** **Unit #**

I hereby authorize and direct the County Auditor-Controller to make a payroll deduction from my earnings once each pay period for my membership dues in \_\_\_\_\_

**(Recognized Employee Organization)**

in the amount of \$ \_\_\_\_\_ or such greater or lesser amount for membership dues as approved by the union's membership and as the union will request the Auditor- Controller, who shall be held harmless for following such instruction, to deduct from my earnings, the same to be paid to the union as authorized by the County Employer-Employee Relations Rules and Regulations.

The membership dues shall be automatically deducted from my earnings for the full term of such Memorandum of Understanding.

If I transfer, demote, or promote to another position, which is not in this bargaining unit, I understand that this deduction will be automatically terminated as provided by County rules and procedures.

I understand that I may not revoke this authorization during the term of the Memorandum of Understanding executed by the County and the union, except during the month of May of any year to be effective in July.

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

\_\_\_\_\_  
**Employee's Signature** **Date**

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

**Appendix D – CalPERS 2.7% @ 55 Retirement Formula**

CalPERS retirement enhancement – provided the 2.7% @ 55 formula effective as soon as practical following ratification of the 2000 – 2003 contract extension for PERS members enrolled into the PERS plan before May 4, 2012. Therefore, the cost of this benefit, as established by CalPERS (\$75,036,452), is 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 twenty (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 fully recovered.

Each year the County will calculate the amount due for twenty-six (26) pay periods based on the following formula:

- A. Amount due to the County each year = Total cost divided by twenty (20) years.
- B. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the previous year.
- C. Average pay back per employee per pay period = Divide the annual per employee pay back by twenty-six (26) pay periods.
- D. The percentage amount deducted from each employee – Divide the average pay back per employee per pay period by the average per pay period of CalPERS Reportable salary.
- E. The percentage amount deducted from each employee shall be no more than a three **percent (3%) cap**.
- F. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
- G. The amount due from each employee will be the first pay period in November.
- H. For purposes of implementation, the first deduction was two-point-nine percent (2.9%) from employees and was to be made as soon as CalPERS approved the plan amendment change.
- I. The County agrees to pay the additional one percent (1.0%) employee contribution required by CalPERS as a result of the 2.7% @ 55 plan enhancement.

Appendix D (continued)

Note: The amounts shown exclude the increased cost of the employee contribution from seven percent (7%) to eight percent (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 – Furlough Terms**

<b>Situation</b>	<b>Result</b>	<b>Comments</b>
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 <b>pay rate</b> (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	The employee will be treated as any other full-time or part-time employee.



Situation	Result	Comments
	furlough.	
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	