

MEMORANDUM OF UNDERSTANDING

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

November 5, 2019 – October 21, 2022

Unit #82 - Extra-Help Registered Nurses

**Unit #87 - Extra-Help Regulatory, Technical
and General Services Employees**

Unit #89 - Extra-Help Clerical Employees

Unit #90 - Extra-Help Probation Employees

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Side Letter Agreement regarding Library Hours

MEMORANDUM OF UNDERSTANDING
November 24, 2015– September 28, 2017

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and **SERVICE EMPLOYEES INTERNATIONAL UNION, Local #1021 CtW, CLC**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

Representatives of the County of Solano and the Service Employees International Union, SEIU, Local #1021 CtW, CLC, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

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

SECTION 1. RECOGNITION

- A. The County recognizes the Union as the recognized employee organization for:
 - Unit #82, Extra-Help Registered Nurses**
 - Unit #87, Extra-Help Regulatory, Technical and General Services Employees**
 - Unit #89, Extra-Help Clerical Employees**
 - Unit #90, Extra-Help Probation Employees**
- B. The Union recognizes the Director of Human Resources or his/her designee as the County's designated representative for negotiations.
- C. As specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the County and the Union have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California government Code.
- D. This Memorandum of Understanding will be in effect the later of November 5, 2019 or on the date it is adopted by the Board of Supervisors, except those provisions that have

been assigned other effective dates and will remain in effect to and including October 21, 2022.

SECTION 2. NO DISCRIMINATION

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

SECTION 3. UNION SECURITY

A. PAYROLL DEDUCTIONS AND PAYOVER –

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

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining unit; or
2. Until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of a pay period).
3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over union dues and service fees.

The County shall deduct Union dues and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

1. The County will provide a list of employees newly hired into Extra-Help positions to the Union on at least a monthly basis. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:
 - a. Full name (last, first and middle name or initial)
 - b. Employee I.D. number
 - c. Bargaining unit

- d. Department
- e. Job Title
- f. Work location
- g. Appointment type (regular or limited term, full-time, part-time, extra help)
- h. Hire date
- i. Job class entry date
- j. Salary schedule step
- k. Hourly rate
- l. Health plan selected
- m. Home address
- n. Phone numbers (work numbers, home number, and personal cell number)
- o. Email addresses (County and personal)

2. The County will provide information on employees' name, department, unit, and classification on a quarterly basis on both paper and, if possible, 3 2" floppy disk on a compatible format the Union shall designate. Commencing on November 5, 2017, the information described in section 3.2.E.1.a shall be provided to the Union for every bargaining unit member, and following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

- B. PROGRAMMING FEE** - The Union shall reimburse the County for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Union's prorated share of such costs, to be determined by dividing the total number of each Union's represented employees subject to agency shop by the total number of County employees subject to agency shop and by multiplying this quotient times the total cost.
- C. HOLD HARMLESS** - The Union shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- D. WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS** - The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this Agency Shop to such units.

SECTION 4. UNION AND COUNTY MANAGEMENT RIGHTS

4.1 UNION RIGHTS

- A. **RELEASE TIME** - The Union shall designate one steward per worksite for those worksites without a current SEIU, Local #1021 steward, to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties.
- B. **BULLETIN BOARDS** - Bulletin Boards are available to the Union in accordance with Article 3, Section 10.d. of the Employer-Employee Relations Rules and Regulations.

4.2 COUNTY MANAGEMENT RIGHTS

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

SECTION 5. HOURS OF WORK

A. WORK DAY

Extra-Help employees shall work hours as assigned by the Department. Unless otherwise determined by the department, each workday of six hours or more shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid point during the workday. The lunch period shall not be considered hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

B. WORKWEEK

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. It shall be the duty of each department head to arrange the work of his/her department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of his/her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. See Section 6.H of this MOU for provisions concerning overtime work.

C. REST PERIODS

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

D. DUTIES IMPOSED ON OFFICERS AND EMPLOYEES TO BE PERFORMED; STAGGERING OF HOURS OF EMPLOYMENT

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

SECTION 6. SALARY AND OTHER COMPENSATION

A. SALARY

Salaries for classifications represented by the Union are listed in Appendix B of this agreement.

B. CHANGES IN SALARY ALLOCATION

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

C. PAY FOR NEW EMPLOYEES

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

D. MERIT INCREASES WITHIN RANGE

1. For those Extra-Help employees assigned to classifications with a range, a merit increase within the range shall not be automatic, but shall be given only upon the recommendation of the department head or designee.
2. Extra-Help employees shall be eligible for merit increases within range upon completion of the same number of hours of continuous service required of an employee in a regular full-time position. Should an Extra-Help employee convert to a regular position, subsequent merit increases shall follow the normal time period progression between steps commencing from the date of appointment to a regular or limited-term position. Extra-Help employees hired on or after December 13, 2011, shall have a merit increase based on completion of the following:

After:	2080 Hrs. Work	4160 Hrs Work	6240 Hrs. Work	8320 Hrs. Work
Step	2	3	4	5

Extra-Help employees hired before December 13, 2011 shall have a merit increase based on completion of the following:

After:	1040 Hrs. Work	2080 Hrs. Work	4160 Hrs. Work	7280 Hrs. Work
Step	2	3	4	5

E. SALARY PAYMENT PROCEDURE

Employees shall be paid every other Friday.

F. BILINGUAL PAY DIFFERENTIAL

1. Eligibility

- a. Any bilingual person employed a minimum of twenty (20) hours per week in a designated public contact position which has been assigned duties involving regular and frequent use of bilingual skills shall be eligible to receive the additional compensation.
- b. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the department head and concurrence of the Director of Human Resources or his/her designee for unique circumstances.
- c. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation provided in this Section.
- d. Eligible Extra-Help employees will be reimbursed in proportion to the percentage of the time worked.
- e. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Tagalog).

2. Bilingual Differential Allowance

- a. Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year) based on full time employment for twenty six (26) pay periods at eighty hours per pay period.
- b. Beginning the latter of full adoption of the successor collective bargaining agreement or the pay period which contains January 1, 2016, designated employees shall be eligible to receive additional compensation at the rate of \$75.00 per pay period (approximately \$1,950.00 per year).

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

3. Termination of Compensation

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

- a. The employee terminates his/her employment with the County.
- b. The employee is released from County employment.
- c. The position is determined to no longer require bilingual skill.
- d. The employee is assigned to a position not requiring the bilingual ability.

4. Procedures for Requesting the Bilingual Differential Allowance

- a. Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:
 - 1) Name and class of each employee recommended for duties requiring bilingual skills.
 - 2) A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
 - 3) Location of assignment.
- b. An employee may appeal the recommendation of the department head to the Director of Human Resources or his/her designee who shall approve or deny the request. The Director of Human Resources or his/her designee's decision may be appealed to the Civil Service Commission.
- c. The Director of Human Resources or his/her designee shall evaluate the recommendation and approve or deny the request.
- d. A department head may appeal denial of the request by the Director of Human Resources or his/her designee to the Civil Service Commission which shall make a final decision to approve or deny the request.

G. SHIFT DIFFERENTIAL

- 1. Any employee, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- 2. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m.

Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for night shift differential.

- a. An employee, who works a swing shift as defined above, shall receive six percent (6%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.
- b. An employee who works an assigned graveyard shift as defined above shall receive seven and one-quarter percent (7.25%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

H. OVERTIME

For employees covered by the Fair Labor Standards Act (FLSA), overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week. Overtime shall be paid at the rate of one and one-half times the employee's rate of pay.

I. OVERPAYMENTS AND UNDERPAYMENTS

1. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. The employee may be accompanied by a Union representative to any such meeting. As used in this section:
 - a. "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
 - b. "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
 - c. "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and union deductions.
 - d. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 - e. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
 - f. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

2. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
 - a. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of the employee's biweekly earnings.
 - b. Full payment by personal check, money order, or cashier's check.
 - c. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
 - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
3. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
 - a. Full payment through a single payroll adjustment if total amount of reimbursement is less than 10% of the employee's biweekly earnings.
 - b. Full payment by personal check, money order, or cashier's check.
 - c. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.
 - d. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
4. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
5. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.
6. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
7. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
8. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended, or otherwise modified by the provisions of this

section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

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

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

SECTION 7. PAID TIME OFF

- A. An Extra-Help employee shall accrue paid time-off (PTO) at the rate of 0.034 (three one-hundredths and four one-thousandths) hours of PTO earned for every full hour worked rounded to three decimal points, and a pro-rata amount for each partial hour worked rounded to three decimal points. Such PTO is in lieu of any other type of paid leave or holiday time off except as provided in B. below.

An Extra Help employee may use PTO for any reason in lieu of a scheduled work day, or portion of a scheduled work day, (examples include, but are not limited to being ill, medical appointment, to care for a family member, holiday, vacation) but the Extra Help employee is required to secure supervisory approval in advance of such PTO use.

- B. Employees represented in these units shall be entitled to necessary time off with pay, during the regularly scheduled working hours, for the purpose of taking qualifying examinations for the County. This shall include resulting hiring interviews for which they may be eligible.

SECTION 8. HEALTH AND SAFETY

- A. The County shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirements to conduct efficient operations. The County agrees to provide such safety equipment and protective clothing as is required to conform with this section.
- B. Employees represented by SEIU shall be asked to participate in department or division health and safety committees, in accordance with California Occupational Safety and Health Act requirements.
- C. The County will develop guidelines for future purchases of video display terminal (VDT) equipment and will meet with the Union to review and discuss such guidelines prior to their final adoption. Departmental safety committees shall consider other VDT-related safety issues.

SECTION 9. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding excluding, however, those provisions of this Memorandum

of Understanding which specifically provide that the decision of any County official shall be final, the interpretation, or application of those provisions not being subject to the grievance procedure. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner:

A. INFORMAL DISCUSSION:

An attempt shall be made to settle all grievances on an informal basis by discussion between the immediate supervisor and the employee before submitting it to the formal written grievance procedure.

1. Step 1

If the grievance is not settled on the informal discussion basis, the employee shall submit his/her grievance in writing to his/her immediate supervisor within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance. The grievance shall be submitted on the forms provided for this purpose, a copy of which shall be forwarded to the Director of Human Resources or his/her designee. Upon receipt of the formal grievance, the immediate supervisor shall confer with the grievant and/or his/her representative and shall render a decision in writing to the employee and his/her representative within fifteen (15) days after receipt of the grievance.

2. Step 2

If the grievant is not satisfied with the decision rendered at, a lower level, he/she may appeal the decision to his/her department head within ten (10) days of receiving his/her immediate supervisor's decision. Upon receipt of the appeal, the department head shall review the grievance and the immediate supervisor's decision and, as necessary, confer with the employee or his/her representative, and within fifteen (15) days after receipt of the appeal, render a decision in writing to the employee and his/her representative.

3. Step 3

If the grievant is not satisfied with the decision rendered by the department head, he/she may appeal the decision to the Director of Human Resources or his/her designee in writing, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or his/her designee shall have fifteen (15) workdays in which to investigate the issues, meet with the complainant and shall render a decision in writing which shall be final and binding upon the parties involved. A grievance shall be initiated in writing on the Solano County Grievance Form.

SECTION 10. WORKERS' COMPENSATION (WC)

- A.** In accordance with California Labor Code Section 3201 et seq., the County is self-insured for Workers' Compensation benefits at no cost to the employee.

- B.** The provisions of this Section shall apply, following and industrial injury or illness, if the County determines that the accident was work related and the employee is under the treatment of a licensed physician or other licensed provider as defined in Section 4600 of the Labor Code.
1. An employee who sustains an industrial injury or illness shall immediately inform his/her supervisor. Upon notification of the industrial injury/illness, the supervisor will initiate the appropriate forms and provide the employee with an Employee Claim for Workers' Compensation Benefits form. The supervisor will forward all pertinent forms and documentation to the County's workers' compensation claims administrator.
 2. Pursuant to Labor Code Section 4600, the County has the right to designate and select the treating physician for an industrial injury/illness unless the employee has notified the County in writing, prior to the date of injury or illness that he/she chooses to be treated by a personal licensed provider. This does not preclude the employee from seeking emergency treatment from a person of the employee's choice who is authorized to give treatment under applicable State laws (i.e., physician, psychologist, and chiropractor). The treating provider shall report the injury/illness and treatment directly to the County's designated claims administrator with a copy to the County Risk Manager.

SECTION 11. UNIFORMS

A. UNIFORM REIMBURSEMENT

The County agrees to reimburse Correctional Care Nurses who satisfactorily complete the initial two hundred (200) hours of County service a maximum of \$60.00 (sixty dollars), as reimbursement for lab coats. The employee must present a receipt as proof of purchase.

B. UNIFORMS PROVIDED

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

Animal Shelter Attendants will be provided a jump suit at the time of hire.

SECTION 12. MILEAGE REIMBURSEMENT

A. AMOUNT OF REIMBURSEMENT

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

Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. CLAIMS

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

C. AUTHORIZED USE – OFFICIAL COUNTY BUSINESS

1. Authorization to use a personal vehicle on official County business shall be obtained in advance from the employee's department head. Failure to obtain advance authorization may nullify the claim for reimbursement.
2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.
3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a normal work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back and home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a normal work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. EVIDENCE OF INSURANCE

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

Suggested Coverage:

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

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

SECTION 13. RETIREMENT

- A.** An Extra-Help employee who works more than nine hundred ninety-nine (999) hours in a fiscal year shall become a participant in the Public Employees' Retirement System (PERS). Both the County and the employee will make contributions to PERS based on the employee's gross earnings, for all hours worked over 999 hours in a fiscal year. An Extra-Help employee's contributions will be made through payroll deductions.
- B.** For those extra help employees enrolled in PERS, effective January 1, 2013 the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA" tier.

- C.** PEPRA Basic Retirement Formula

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

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

- D.** Disputes over PEPRA

If an employee or the Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **Section 9**, Grievance Procedure. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier

The County's contract with the PERS provides the Miscellaneous Retirement (2.7% @ age 55) for extra-help PERS enrolled employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **13.F** below.

The County's contract with the PERS provides Safety light Retirement (2% @ age 50) for extra-help PERS enrolled employees who are not required by law to participate in the PEPRA Tier and who are not participants in the formula described in **13.F** below.

F. Pre-PEPRA Tier 2

The County amended its contract with CalPERS to provide extra-help employees who enrolled in PERS on or after May 4, 2012 in bargaining unit classifications with a Miscellaneous Retirement formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection **13.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **13.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **13.C** above.

The County amended its contract with CalPERS to provide extra-help employees who enrolled in PERS on or after May 4, 2012 in bargaining unit classifications with a Safety light Retirement formula of 2% @ age 55 in lieu of the 2% at 50 formula described in subsection **13.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **13.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **13.C** above.

G. Employee Payment of PERS Member Contributions

1. PEPRA Member Contributions

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

2. Non-PEPRA Member Contribution

Employees subject to the Pre-PEPRA formulas described in paragraphs **13.E** and **13.F** above will, contribute the applicable PERS member contribution by payroll deduction.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty

(20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations. **(Appendix D)**

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

H. Pre-Tax Treatment PERS Member Contributions

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

SECTION 14. SOCIAL SECURITY AND MEDICARE

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

SECTION 15. CONFLICT OF INTEREST

- A.** County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any offer or employee wishing to engage in any occupation or outside activity for compensation shall inform his/her department head, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of each department head to ensure that employees in his/her department do not engage in any activity, which constitutes a conflict of interest. The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten working days from the date the department head received notice of the proposed activity.
- B.** An employee who has followed this procedure will not be disciplined under the provisions of this Section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the County's Grievance Procedure.

SECTION 16. INSURANCE

A. At the request of the Union, the County will cooperate in the conducting of an election to determine if unit employees wish, at their own expense, to participate in the State Disability Insurance program.

B. For an employee eligible for employer-sponsored health insurance under the County's Affordable Care Act policies/procedures, the County shall contribute as follows:

Medical Insurance

The County shall contract with the California Public Employees' Retirement System for health insurance under the Public Employees' Medical and Hospital Care Act ("PEMHCA"), with an effective date for health insurance not earlier than June 1, 2015.

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

Cafeteria Plan

Effective June 1, 2015, the County's contribution to the cafeteria plan shall be set at a "pro-rata amount" of 75% of the 2015 PEMHCA Bay Area Kaiser Permanente family rate less the amount of the PEMHCA MEC. The "pro-rata amount" shall be defined as 75% of the total sum of the PEMHCA MEC and the cafeteria plan contributions, and of which the full value of the PEMHCA MEC shall be allocated first and all remaining County contribution shall be allocated to the cafeteria plan second.

The County's contribution toward the cafeteria plan may be used toward the cost of medical insurance only.

SECTION 17. NO STRIKE/NO LOCKOUT

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

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

SECTION 18. SEVERABILITY

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

SECTION 19. FULL UNDERSTANDING

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

County Representatives

Marc A. Fox
Director of Human Resources

Date

Mark Love
Chief Negotiator

Date

Rosemary Bettencourt
Deputy Auditor-Controller

Date

Julie Cockerton
Child Support Program Manager

Date

Jessica Jupitus
Deputy Director of Library Services

Date

Natasha Paddock
Employment and Eligibility Administrator

Date

Service Employees International Union

 8/8/2019
Del Mallory
SEIU 1021, Area Director

Date

 8/8/19
John Stead-Mendez
SEIU 1021 Chief Negotiator

Date

 8-8-19
JoAnne Godreau
SEIU 1021 Chapter President

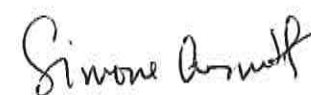
Date

 8-8-19
Matthew Carl
SEIU 1021 Chapter Vice President

Date

 8/8/19
James Conradsen
SEIU 1021 Chief Steward

Date

 8/8/19
Simone Arnett
SEIU 1021 Member

Date

Kimberly Young
Senior Human Resources Analyst

Date

Solomia Brown
SEIU 1021 Member

Date

Nicole Chavira-Garcia
SEIU 1021 Member

Date

Renita Cogburn
SEIU 1021 Member

Date

Sarah Creighton
SEIU 1021 Member

Date

Gloria Doyel
SEIU 1021 Member

Date

Elizabeth Garcia-Reyes
SEIU 1021 Member

Date

Kathy Gillespie
SEIU 1021 Member

Date

Jewel Hailey
SEIU 1021 Member

Date

Jose Ortiz
SEIU 1021 Member

Date

Jaron West
SEIU 1021 Member

Date

APPENDIX A. LIST OF CLASSIFICATIONS

For those classifications listed in Units #2, 7, 9, 12 and 15 are covered by this Agreement as extra-help classifications.

APPENDIX B. SALARY SCHEDULE

Unit #82 - Extra-Help Registered Nurses

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #2 collective bargaining agreement.

Unit # 87 - Extra-Help Regulatory, Technical, and General Service Employees

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #7 collective bargaining agreement.

Unit #89 - Extra-Help Clerical Employees

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #9 collective bargaining agreement.

Current:

Job Title - Unit 89	Step 1	Step 2	Step 3	Step 4	Step 5
Departmental Aide-Clerical(EH)					12.000000
Elections Clerk (Extra Help)	18.167432	19.075762	20.029576	21.03092	22.082518
Library Departmental Aide (EH)					12.000000

2. For those extra-help classifications not described in Unit #9 collective bargaining agreement, effective the later of November 17, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in the table above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
3. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.

5. Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

Unit #90 - Extra-Help Probation Employees

1. The hourly pay rate for extra-help employees covered under this Appendix is equal to the current hourly pay rate of employees in the same classification that is described in the Unit #12 collective bargaining agreement.

APPENDIX C. NOT IN USE

APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION

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

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

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

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

APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued

Formula PERS 2.7% @ 55

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

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

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

APPENDIX E – REGARDING PAYMENT OF ENHANCED PENSION

Agreement between the County of Solano and SEIU, Local #1021 Regarding CalPERS 2% @ 50

1. Based on the CalPERS corrected valuation dated February 26, 2002, the total cost of the benefit amendment is \$10,150,111.
2. For purposes of the initial implementation, the first employee deduction will be made on July 26, 2002 based on July 7, 2002 effective date of the CalPERS amendment.
3. December of each year the County will calculate the amount due for 26 pay periods with a cap of 5%. Below is the formula for the calculation:
4. Total cost divided by 20 years = annual amount of pay back.
5. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.
6. Divide the annual per employee pay back by 26 pay periods = average pay back per employee per pay period
7. Divide the average pay back per employee per pay period by the average per pay period gross salary = the percentage of gross per pay period salary deducted from each probation employee. The percentage deducted may be 5% or less.
8. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.
9. This agreement resolves any outstanding grievances regarding safety retirement for Probation employees.

SIDE LETTER OF AGREEMENT

**To the Memorandum of Understanding
Between the County of Solano and SEIU, Local
1021**

Regarding Library Hours

This will confirm an understanding reached between the County of Solano, hereinafter referred to as the "County," and the Service Employees International Union (SEIU) Local 1021, Units # 82, 87, 89, hereinafter referred to as the "Union."

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

- Mondays through Thursday – 9:00 am – 9:00 pm
- Fridays – 9:00 am – 5:00 pm
- Saturdays – 9:00 am – 5:00 pm
- Sundays – 12:00 noon – 6:00 pm

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

Employees' regular work week shall be scheduled from Monday through Saturday. All hours worked on Sundays will be in addition to an employee's work schedule. Permanent Regular full-time employees will be paid overtime and permanent regular part-time employees will be paid at the appropriate straight time rate for up to five (5) hours on Sundays within the requirements of the Fair Labor Standards Act and the applicable provisions of the appropriate memorandum of understanding.

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

- Staff will work alternate monthly schedules. For one month at a time, a portion of the staff will work Monday through Friday and a portion of the staff will work Tuesday through Saturday. On the first Monday of each month, the staff will switch schedules so that those staff who were working Monday through Friday the previous month will work Tuesday through

Saturday the following month and vice versa. In some divisions (e.g., branch) some employees may work two Monday through Friday schedules in a row and rotate into a Tuesday through Saturday schedule on the third month. For the months of December and January, staff will work the same schedule for those months in order to switch monthly schedules every year so holidays can be equitably distributed.

- Each employees' monthly work schedule will be determined before Sunday schedules are created to give staff an opportunity to plan the Sundays for which they would like to sign up.
- Because these alternate monthly work schedules are being developed in an attempt to provide staff with two days off in a row, there may be some days, such as Mondays, during which staff may work non-traditional business hours (e.g., 10:00 am – 7:00 pm) in order to provide adequate desk coverage.
- When staff is working a Tuesday through Saturday schedule they may be required to work two (2) split weekends within each eight week period.
- When a holiday falls on an employee's regular day off, the employee will be given 8 hours of holiday compensatory time off (CTO) in accordance with the Memorandum of Understanding (MOU). Use of CTO will follow guidelines set forth in the MOU.
- Part-time staff will work an equal number of Saturdays and Sundays as the full-time staff.
- These are the parameters within which the divisions will operate but there may be variations from division to division based on the needs of the Library.

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

- Easter Sunday - always closed.
- When Christmas, New Year's or July 4th fall on Saturday, Sunday or Monday – closed on Sunday.
- When Veteran's Day or Lincoln's Birthday fall on Sunday – closed on Sunday.
- When Christmas Eve and New Year's Eve fall on Monday, Tuesday,

Wednesday or Thursday, the libraries will be open 10:00 am – 5:00 pm. On Thanksgiving Even, libraries will be open 10:00 am – 5:00 pm.

- When Lincoln's Birthday, July 4th, Veteran's Day, Christmas and New Year's days fall on Saturday -closed on Saturday.

Sunday hours will be staffed in the following manner:

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

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

COUNTY:

Marc Fox
Director of Human Resources

Date: _____

Union:

Del Mallory

Del Mallory
Area Director

Date: *8/8/2019*

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

This will confirm an understanding reached between the County of Solano ("County") and the Service Employees International Union Local 1021 which represents Units 82, 87, 89, and 90. The following language will be added to the Memorandum of Understanding in **Section 1D** for the following collective bargaining agreement:

<u>Bargaining Unit(s)</u>	<u>Term</u>
---------------------------	-------------

Units 82, 87, 89, 90

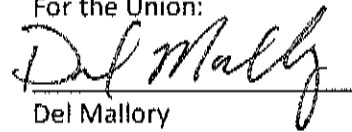
November 5, 2019 – October 21, 2022

"This Memorandum of Understanding shall continue thereafter from year to year unless at least one hundred fifty (150) days prior to October 21, 2022 or prior to May 25 of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding."

For the County:

Marc Fox
Director of Human Resources

For the Union:

 8/8/2019

Del Mallory
Area Director