

# **MEMORANDUM OF UNDERSTANDING**

**For**

**Solano County  
Law Enforcement Management  
Association  
Unit #17**

**December 3, 2019 through October 21, 2022**

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**MEMORANDUM OF UNDERSTANDING  
LAW ENFORCEMENT MANAGEMENT  
LAW ENFORCEMENT MANAGEMENT ASSOCIATION, UNIT #17**

**PREAMBLE**

This **AGREEMENT**, (hereinafter “Agreement”) entered into by the **County OF SOLANO**, (hereinafter “County”) and **LAW ENFORCEMENT MANAGEMENT ASSOCIATION**, (hereinafter “Association”), has as its purpose the promotion of harmonious labor relations between the County and the Association; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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

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

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

**1. RECOGNITION**

**1.1 Association Recognition**

The County recognizes the Association as the recognized employee organization for regular full and regular part-time employees in the following unit:

**Unit #17 – Law Enforcement Management**

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

**1.2 County Recognition**

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

## **2. TERM**

This Memorandum of Understanding shall be in effect the later of December 3, 2019 or on the date it is adopted by the Board of Supervisors, except those provisions of this Memorandum of Understanding which have been assigned other effective dates, and shall remain in full force and effect up to and including October 21, 2022.

## **3. ASSOCIATION SECURITY AND RIGHTS**

### **3.1 Association Dues**

- A. 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 Association.
- B. Any Unit employee who has a dues deduction authorization on file with the Auditor Controller's Office as of June 27, 2018 shall be deemed to have signed up for association deductions.
- C. Employees may sign up for Payroll Deductions of Association dues with the Association. The Association will certify, in a letter to the County's Auditor Controller's Office – Payroll Bureau, new members of the Association. If employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue for the duration of this agreement, or until: 1. the last day of the last pay period following the transfer, promotion, or demotion of the employee to a different unit; or 2. Until the end of the pay period following notification from the Association to the County to cease deducting Association dues, or a later date as specified by the Association (to coincide with the end of a pay period).
- D. Dues deduction shall not be retroactive.
- E. The County will not deduct any Association fines, penalties, or special assessments from the pay of any employees.
- F. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues from Unit employees.
- G. The County will provide a list of employees newly hired into regular positions to the Association on at least a monthly basis.
- H. The Association shall indemnify, defend and hold harmless the County of Solano, its officers, officials, agents and employees, against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees arising out of the application of this section which are in excess of the amount of dues which the County has agreed to deduct.
- I. The County will provide a hard copy to the Association including information on employees' name, department, unit and classification on a quarterly basis.

### 3.2 Release Time and Shop Stewards

The County will allow the Unit #17 Chapter President (or his/her designee if he/she is on vacation or otherwise unavailable) up to two (2) hours per pay period of paid time away from work to conduct Association business. The President shall obtain permission from his/her immediate supervisor prior to leaving work in accordance with departmental policy. Any expenses incurred by the President shall not be borne by the County.

The Association shall designate a reasonable number of stewards to assist in resolving grievances. Stewards will arrange with the department head or designee in advance to schedule a reasonable amount of time to assist members in the preparation and presentation of grievances. The definition of what is reasonable is at the discretion of the department head whose employees are covered under this agreement.

The Association shall annually, in January, provide a list of stewards to Human Resources. The Association shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

Officers and authorized representatives of the Association 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 two (2) persons, except by mutual agreement between the Director of Human Resources and the department head and the Association 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.

### 3.3 Bulletin Boards

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

### 3.4 Names and Classes of Represented Employees

The County shall provide the Association with a list of all newly hired and all recently separated employees covered by this Memorandum of Understanding during the first pay period following ratification of this Memorandum of Understanding and once each month thereafter. Such lists shall include employees' dates of hire/separation and classifications.

### 3.5 Work Access

Authorized representatives of recognized employee organizations may have reasonable access to other members of the same organization in County offices for transmittal of information or for representation purposes as long as the work of County employees and services to the public are unimpaired. The representative shall request prior authorization for such visit by contacting the designated representative of the particular department or

division. If immediate access cannot be authorized, the designated representative shall inform the Association representative as to the time when access can be granted.

The Association shall give each department or division and the Director of Human Resources a written list of its staff representatives and shall keep such list current.

County officers and heads of departments are empowered to staff, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep the County office open at all required times.

### 3.6 Hold Harmless

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

### 3.7 Human Resources New Employee Orientation

- A. A representative of the Recognized Employee Organization (Union) shall be permitted fifteen (15) minutes to meet with employees of the bargaining unit at the beginning of the New Employee Orientation conducted by Human Resources (HR).
- B. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.
- C. 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.
- D. No later than two (2) days prior to any scheduled New Employee Orientation for which the Association has provided notice of its intention to present, the County shall provide a list to the Association that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.
- E. 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
- F. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms

- may be provided but are not guaranteed; however, groups will be divided into “break-out” sessions in the room and/or close proximity to the room scheduled for new employee orientation.
- G. 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.
  - H. 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.
  - I. 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.
  - J. The Union may discuss only the following topics during the new employee orientation:
    - (a) The structure of the Union
    - (b) How to contact the Union and/or Union stewards
    - (c) Union’s role in collective bargaining
    - (d) Benefits of Union membership
  - K. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
  - L. The provisions above in this Section shall not be subject to the grievance and arbitration procedure.

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

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

Except as expressly provided otherwise in this Agreement, the County's exercise of its rights provided in this Agreement are not subject to the Grievance Procedure nor are they subject to any duty to bargain over decision or impact except for purposes of negotiating the terms of a successor Agreement.

## **5. SALARIES**

### 5.1 Salary Ranges and Pay Date

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

### 5.2 Pay for New Employees

- 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 four or five must be approved by the Director of Human Resources.

### 5.3 Salary Upon Reemployment

- A. A former employee who is re-employed within one (1) year in the same class or in a lower class in the same series may, upon the request of the department head and 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 (1) year from the last day the employee actually worked for the County; and
  - (c) either did not withdraw from PERS or "bought back" PERS service credits shall, upon approval by the Director of Human Resources, have continuous service credit for purposes of vacation and longevity pay eligibility.

#### 5.4 Merit Increases within Range

- A. Merit increases shall not be automatic but shall be given only upon the recommendation of the department head.
- B. The merit increase eligibility date for employees hired or promoted into a regular position shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

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

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday or if the employee's regular schedule begins on a Tuesday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave or workers' compensation leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

- C. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
- D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or his/her designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, the employee shall receive, if available, a salary step increase effective on the scheduled date.
- E. The department head shall advise the Director of Human Resources and the Auditor-Controller in writing whether the merit increase should be granted, denied or deferred. The recommendation must be supplemented by a completed performance evaluation which has been discussed with the employee. The merit increase shall consist of one step on the salary range for the class.

- F. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than seven (7) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources.
- G. Merit Increase Deferral: If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed thirteen (13). A merit increase may be deferred only once for any given step on the range for the class. A department head may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
- H. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods from the most recent evaluation due date.)
- I. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

#### 5.5 Salary Upon Promotion

Any regular or probationary employee who is promoted to a position with a higher salary range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the compensation received prior to the promotion, not to exceed the top step of the new classification. For the purposes of this section, the term "compensation" means the employee's salary plus P.O.S.T. Career Incentive Pay (MOU Section 8). The effective date of all promotions shall coincide with the first day of the pay period.

#### 5.6 Salary Upon Transfer

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

### 5.7 Salary Upon Demotion

- A. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or he/she shall receive the maximum salary step of the new class, whichever is lower. The merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods of service corresponding to the required period of service as is governed by this Memorandum of Understanding.
- B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or for reasons other than unsatisfactory performance, he or she shall receive the highest salary in the new classification that does not exceed the rate of pay received immediately prior to demotion. The merit increase eligibility date prior to demotion shall be retained.
- C. A regular employee demoted to a class formerly occupied in good standing shall retain the step status, probationary status and merit increase eligibility date that would have been achieved if he/she had remained in the lower class.

### 5.8 Salary Upon Reclassification

The salary of an incumbent regular in a reclassified position shall be determined as follows, if the incumbent remains in the reclassified position:

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

<b>Years of Continuous Regular Service</b>	<b>Effective Date of Salary Change</b>
Less than 5	2 years from date of reclassification
5 but less than 10	3 years from date of reclassification

10 but less than 15	4 years from date of reclassification
15 but less than 20	5 years from date of reclassification
20 but less than 25	6 years from date of reclassification
25 or more	7 years from date of reclassification

### 5.9 Longevity Compensation

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

All employees in a regular or limited-term position shall be entitled to an increase in compensation based upon completion of the years of continuous full-time service listed below.

10 years	2.5%
15 years an additional	2.5%
20 years an additional	2.5%
25 years an additional	2.5%
30 years an additional	2.5%
35 years an additional	2.5%

All employees 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.

Employees represented in this Unit may receive credit for prior years of service employed with California cities, counties, joint power authorities, and other special districts as approved by the Director of Human Resources and the County Administrator. Such credit shall begin the pay period following approval by the Director of Human Resources and the County Administrator.

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

### 5.10 Working Out of Class

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

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

- A. With prior approval from the Director of Human Resources, a department head may assign a qualified employee the duties of another position in a higher classification when the following requirements are met:
1. The vacant position is specifically allocated to the department;
  2. The assignment will require the duties of the position to be performed by the individual for a period of not less than four (4) pay periods;
  3. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Director of Human Resources.
- B. Such temporary assignment shall not be considered a promotion. The employee shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the range over the salary received prior to the assignment, not to exceed the top step of the new range.
- C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, he or she will be eligible for a rate increase on the temporary assignment class range so long as the increase in the prior class results in more than the rate being earned on temporary assignment.

#### 5.11 Changes in Salary Allocation

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

#### 5.12 Overpayment / Underpayment

- A. This provision applies when the Auditor-Controller determines that an error has been made to 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. As used in this section:
1. “Earnings” means the biweekly rate of pay including additional pays, differentials and overtime.
  2. “Taxes” means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.

3. “Deductions” means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation) and Association deductions.
  4. “Accrued Leave” means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
  5. “Overpayment” means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
  6. “Underpayment” means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  2. Full payment by personal check, money order or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
  3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  4. An alternative 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. 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.

- 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. The limit described in number 7 of this section shall not apply to underpayments.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section, may be referred to the grievance procedure contained in this MOU.

## **6. BENEFITS**

### **6.1 Medical Insurance**

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

## 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

Effective January 1, 2019, the County's contribution to the cafeteria plan shall be set at 75% of the 2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2020, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Additionally, with the pay period that includes the latter of December 3, 2019 or the beginning of the first pay period following adoption of the 2019 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 October 21, 2022.

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

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

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

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

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

Health Care Reimbursement Account: During an annual open enrollment period (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 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 or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

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

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

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

## 6.6 Life Insurance

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

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

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

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

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

## 6.7 Deferred Compensation

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

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

## 6.8 Short Term Disability Insurance

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

Regular or limited term employees represented by this bargaining unit working at least 20 hours per week participate in a County-sponsored long term disability insurance program. The County pays the premium for full-time employees. 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.

## 6.10 Retirement

### A. PERS Contract.

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

### B. PEPRA Tier.

The County implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA Miscellaneous tier and the PEPRA Safety-Light tier, respectively.

### C. PEPRA Basic Retirement Formula.

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

prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.

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

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

D. Disputes Over PEPRA.

If an employee or the Association disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Association nor employee may submit the matter as a grievance under the Grievance Procedure set forth in section 19. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

E. Pre-PEPRA Tier.

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

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

F. Pre-PEPRA Tier 2

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

The County amended its contract with CalPERS to provide employees hired 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 **6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

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

G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

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

2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E** and **6.10.F** above will, contribute six percent (6%) of the applicable PERS member contribution by payroll deduction.

Effective following the first full pay period of Association ratification and Board adoption in October, 2013, miscellaneous employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E** and **6.10.F** above will contribute an additional two percent (2%) of the applicable PERS member contribution by payroll deduction. Subsequently, the County payments toward the PERS employee member contribution will reduce by

two percent (2%) so that its payment of the member contribution is eliminated in entirety.

Effective following the first full pay period of Association ratification and Board adoption in October 2013, safety employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.E** and **6.10.F** above will contribute an additional three percent (3%) of the applicable PERS member contribution by payroll deduction. Subsequently, the County payments toward the PERS employee member contribution will reduce by three percent (3%) so that its payment of the member contribution is eliminated in entirety.

3. Employee Payment for Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula for miscellaneous employees. The cost of this benefit was established by PERS (\$75,036,452). In May 2002, the County amended its contract with PERS to provide for the above-referenced 2% @ 50 retirement formula for safety employees. 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 (November) the County will calculate the amount due for that calendar year, based on the formula presented during negotiations (see appendix E and appendix F).

4. Employee Payment of Employer Contributions (Employer Cost-Sharing).

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

5. 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.

## 6.11 Social Security and Medicare

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

Employees represented by this bargaining unit who participate in the safety PERS plan do not have coverage under the federal Social Security system.

All employees represented by this bargaining unit participate in the Medicare program. (Excludes individuals who, based on County date of hire, are not participants.) The Medicare program requires contributions by both the employee and the employer in accordance with schedules provided by the federal government.

#### 6.12 Education Reimbursement

##### A. Objective

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

##### B. Eligibility of Employees for Tuition Reimbursement

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

1. Part time employees are eligible after 5 years of continuous employment. Part time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.

##### C. Policy for Tuition Reimbursement

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

3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
5. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
  - a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.
  - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
  - c. Duplicate in-services training which is available.
  - d. Duplicate training which the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of an employee.
9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. The request must be submitted within the same fiscal year the course was completed.

D. Nature of Reimbursement

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

- (a) No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
- (b) The maximum reimbursement that may be received by an employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars. Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
- (c) An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
- (d) No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

- 1. The employee shall submit his/her request to their department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources or his/her designee.
- 2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources or his/her designee.
- 3. An employee may appeal denial of the request by the department head to the Director of Human Resources or his/her designee and the director of Human Resources' or his/her designee's decision (unless the reason for denial is a lack of funds) to the grievance procedure provided in this MOU.
- 4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.
- 5. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

F. Continued Services Requirement

An employee must continue in a full time, regular position in the County service for one (1) year from the date of completion of the course. Failure to continue in

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

#### 6.13 Reserved (Not Used Currently)

#### 6.14 Safety Equipment

Safety equipment as listed below shall be issued:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issues weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, and flashlight and radio holder.

Safety equipment shall meet departmental specifications and standards of appearance and be in good working order. Employees who leave the County shall return all issued safety gear to their department.

#### 6.15 Equipment and Clothing Reimbursement

The County agrees to provide an annual equipment and clothing reimbursement amount of up to three hundred dollars (\$300.00) each fiscal year for the purpose of purchasing various items that serve in some instances County-identified gear. The following classifications are eligible for reimbursement:

- Chief District Attorney Investigator
- Chief Welfare Fraud Investigator

Reimbursement is subject to the Department Head's approval.

### **7. SAFETY AND WORKERS' COMPENSATION**

#### 7.1 Safety

The County shall expend every effort to ensure 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 requirement to conduct efficient operations.

Complaints concerning safety will be forwarded to the Risk Manager.

## 7.2 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code §3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code §4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) calendar days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **Section M**, below.
- C. In accordance with Labor Code §4850, whenever any eligible 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, in lieu of Worker's Compensation temporary disability for a period not exceeding one year, or until such earlier date he/she is retired or permanent disability pension and is actually receiving disability pension payments or advanced disability pension payments pursuant to Labor Code §4850.3. If temporary disability exceeds the one-year period, the employee is eligible for temporary disability payments integrated with accumulated leave pursuant to **Section M**, below.
- D. 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. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with **Section B**, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to **Section M**, below.
- E. 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. Failure to apply for and receive State Disability Insurance benefits will void continuation of health benefits as provided by **Sections E, F, G and H**, below.
- F. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving Labor Code §4850 temporary disability benefits from Workers' Compensation.
- G. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State

Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period he/she is on approved FMLA leave, whichever is longer.

- H. Sick and annual leave shall accrue during any pay period in which the employee is receiving Workers' Compensation 4850 temporary disability. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability.
- I. Employees receiving SDI 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.
- J. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- K. 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 Workers' Compensation.
- L. An employee who has returned to work following a work-related injury or illness will be allowed up to two (2) hours paid County time-off to attend repeat medical appointments or follow-up visits related to a work-related injury or illness. Such appointments should be scheduled during the employees off duty hours whenever possible and must be approved in advance by the County's workers' compensation insurance carrier when attended on County time. County time-off may be used during the first ninety (90) calendar days, following return to work, after the work-related injury or illness. After ninety (90) calendar days, sick leave or other accrued leave time must be used.
- M. Workers' compensation 4850 temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:
  - 1. Employees must promptly inform departmental payroll clerks of their Workers' Compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - 2. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one (1) pay period.

3. Employees' pay, including leave accruals and Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
4. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits. When sick leave balances are exhausted the employee will be notified by department payroll that other accumulated leave will be integrated.
5. Employees will provide the County with appropriate medical information which includes a prognosis for the return to work.

### 7.3 Temporary Modified Duty Assignments

In the event an injured worker is released by their doctor to return to work for temporary light or modified duty, the employee must make a written request to their Department Head for such assignment. A doctor's statement must accompany the written request, specifying the tasks and duties the employee is currently capable to perform, as well as an estimate as to the duration of the medical condition precluding the employee's return to regular, full duty. The written request will be considered by the Department, and may be allowed, if in the Department Head's sole discretion, a temporary light duty assignment is appropriate and available. The Department Head or his/her designee will determine whether or not a light duty assignment will be made, as well as the scope of the assignment and its duration.

An employee may request and may be granted multiple light duty assignments during his/her employment with the County.

1. Injured workers will be accommodated under the workers' compensation laws and Americans with Disabilities Act. Reasonable accommodation will be made in accordance with California workers' compensation laws and the Americans with Disabilities Act.

## **8. INCENTIVES AND DIFFERENTIALS**

### 8.1 Career Incentive Pay

Effective at the beginning of the first pay period following Association ratification and Board of Supervisors' approval of this collective bargaining agreement, the County will pay three percent (3%) of base salary for career incentive pay to the Chief District Attorney Investigator and the Chief Welfare Fraud Investigator (if eligible) upon attainment of the below-referenced certification:

- P.O.S.T. Management Certificate

## 9. VACATION

- A. Full-time regular or limited-term employees classification shall accrue vacation benefits for each pay period of continuous service according to the following schedule:

<u>Pay Periods</u>	<u>Vacation Credit Per Pay Period of Continuous Service</u>	<u>Maximum Earnable Vacation Accrual</u>
0 through 260	4.62 hours	280 hours
Over 260	6.16 hours	440 hours

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

For the classification of Superintendent of Juvenile Detention Facility, employed full time in a full time regular position, shall receive vacation benefits of 6.16 hours per pay period of continuous service to a maximum accrual of 440 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to his/her authorized hours, to a maximum accrual of 440 hours.

- B. Newly hired employees in this Unit employed in a full time regular position, shall receive vacation benefits of three (3) weeks annually which is equal to 4.62 hours per pay period of continuous service to a maximum accrual of 280 hours. Persons employed on a less than full time basis shall receive vacation benefits on a pro rata basis, proportional to his/her authorized hours, to a maximum accrual of 280 hours. Employees shall continue to be eligible to accrue the maximum vacation of 6.16 hours per pay period as provided under Section 9.1.
- C. Part-time regular or limited-term employees shall accrue vacation benefits in the same ratio to the vacation benefits received by regular or limited-term employees 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.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees terminating employment for reasons other than retirement may not use annual leave or compensatory time off as a termination date.
- F. New hire employees may not take earned vacation until completion of thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay

periods of continuous service, employees may take vacation as it is earned. Employees in classes with a twenty-six (26) pay period probationary period may take earned vacation after completion of thirteen (13) pay periods of continuous service. Once eligible, an employee may use vacation as an extension of sick leave.

- G. Each department head shall be responsible for scheduling vacations so as to achieve the most efficient functioning of the department and County service. No person may work for compensation for the County in any capacity during the time of his or her paid vacation from County service.
- H. Any employee separating from County service who has not taken earned vacation shall receive the hourly equivalent of his or her salary for each hour of earned vacation, up to the end of the last full pay period worked. 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 accrued vacation. 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.
- I. An employee receiving pay in lieu of unused vacation may not be re-employed by the County in any capacity until the number of working days equal to the number of days paid vacation has elapsed following the effective date of separation.
- J. If an employee was disabled during a scheduled vacation, sick leave may be substituted for vacation for the period of disability upon the presentation of medical verification signed by the treating physician(s) and submitted within five days after the employee's scheduled return. The doctor's verification shall explain the nature and extent of the disability and limitations imposed on the patient as well as treatment and period of time of incapacity. Approval to substitute sick leave for vacation is at the discretion of the Director of Human Resources.
- K. With advance approval by the immediate supervisor, vacation benefits may be used to attend to emergency personal business in increments of one (1) hour or more. Employees are entitled to a reasonable expectation of privacy as to the specific nature of the emergency personal business. It is agreed that the nature of the emergency requiring personal leave may not permit more than minimal advance notice to the immediate supervisor.
- L. Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1<sup>st</sup> and by no later than December 20<sup>th</sup> of the preceding year. This election shall be irrevocable. Payment will be made before December 31<sup>st</sup> of the next calendar year. Approval of such a request will be conditional upon:
  - 1. the projection that the employee will reach the maximum vacation accrual based on his/her years of service (280/440 hours) during the following

calendar year;

2. the requirement for the employee to have accrued the requested number of hours to be cashed out; and
3. the requirement that the employee has taken at least eighty (80) hours of vacation during the calendar year in which the irrevocable election is made.

## **10. SICK LEAVE**

- A. Regular or limited-term full-time employees shall accrue 3.70 hours of paid sick leave for each pay period. Sick leave may not be earned during a pay period in which an employee is absent without authorization or absent without pay for more than 16 working hours.

If a leave of absence without pay is granted for two (2) days or less, an employee shall accrue paid sick leave in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. Time worked shall be computed to the nearest hundredth of an hour.

- B. Regular or limited-term part-time employees shall accrue paid sick leave in proportion to the relationship their basic workweek bears to forty (40) hours. Sick leave may not be earned during a pay period in which an employee is absent without pay for more than fifteen percent (15%) of the regularly scheduled working hours.
- C. Sick leave may be used for illness, injury, pre-natal care or pregnancy or for medical, dental or ocular appointments. If a fraction of a day's sick leave is used, the leave charged 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. An employee may be required to furnish a certificate signed by a physician or nurse or other satisfactory evidence of illness.
- D. Regular or limited-term employees shall begin earning sick leave from the first day of the pay period following the pay period in which the employee commenced continuous service. If the commencement date was the first working day of a pay period, the first day of sick leave accrual shall be the first day of the pay period in which the service began.
- E. No 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 or her immediate family. If a holiday or regular day off falls within the eighty (80) hours, it shall be included within the eighty (80) hours, but not charged to sick leave.
- F. Sick leave may 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.

- G. No County employee shall be entitled to sick leave while absent from duty for:
- a) Sickness or disability sustained while on leave-of-absence without pay;
  - b) Ordinary tiredness or restlessness; and
  - c) Injury or illness is traceable to employment other than County employment.
- 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, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings account

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

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

- I. A member of an employee's immediate family means
- Grandparent
  - Mother or Father
  - Husband or Wife
  - Registered domestic partner
  - Person assuming the role of the employee's spouse
  - Son or daughter
  - Brother or sister
  - Grandchild
  - Mother-in-law, father-in-law of the employee

- A minor child for whom the employee has a parental relationship and/or legal custody
  - A person acting in loco parentis for the employee
  - Relatives living in the employee's house
- J. Sick leave may be used for hospitalization of a member of an employee's immediate family on the day of an operation, on the day of a birth of his or her child or in the event of a critical illness. Sick leave used for more than one (1) day may be authorized only if a doctor provides a written statement that the employee's presence is required.

## **11. LEAVE CONTRIBUTION PROGRAM**

The Leave Contribution Program assists employees who have exhausted accrued leave time due to serious or catastrophic illness or injury or other circumstances. Other employees may donate time to the affected employee so that he or she can remain in paid status for a longer period of time to ameliorate the financial impact.

### **11.1 Eligibility for Leave Contribution Program**

The receiving employee must:

- (a) Be a regular full-time or regular part-time employee who has passed the initial County probationary period;
- (b) Have exhausted all accumulated leave including vacation, sick leave, administrative leave and/or compensatory time off;
- (c) Be unable to return to work for at least 30 days; and,
- (d) Have applied and received approval for a leave of Absence Without Pay.

### **11.2 Benefits of the Leave Contribution Program**

Accrued vacation, compensatory time off and/or administrative leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in 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 (3) months. However, if approved by the department head and the Director of Human Resources, 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 receiving employee's vacation balance on an hour-for-hour basis.

While an employee is using donated leave hours, no additional vacation or sick leave hours will accrue.

### 11.3 Guidelines for Donation for Leave Credits

- A. Accrued vacation, compensatory time off and/or administrative leave hours may be donated by any regular full-time or regular part-time employee who has completed his/her initial County probationary period.
- B. The total amount of time donated by one employee to another employee shall not exceed 40 hours.
- C. Initial leave donations must be a minimum of eight (8) hours and, thereafter, in four (4) hour increments. An employee may not donate leave hours which would reduce his/her accrued vacation balance to less than forty (40) hours.
- D. The use of donated leave hours must be in consecutive one (1) shift increments (i.e., 8 hours for a full time employee working five eight-hour days/week).
- E. Leave donations are forfeited once made. If the receiving employee does not use all donated leave, any balance remains with the employee.
- F. In accordance with Internal Revenue Service (IRS) Ruling 90-29, leave donated for medical reasons will not be considered wages for the employee who donates the leave. It will not be included in gross income or be subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

## **12. BEREAVEMENT LEAVE**

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

- Natural, step, adoptive parents and grandparents of the employee;
- A person acting in loco parentis for the employee;
- Natural, step, adopted children and grandchildren of the employee;
- Natural, step, adopted brothers and sisters of the employee;
- Present spouse of the employee;
- A person assuming the role of the employee's spouse;
- Ex-spouse who is the natural or adoptive parent of a minor child in the custody of the employee;
- Natural parents and grandparents of the employee's spouse;
- Grandchildren of the employee's spouse;
- Natural and adopted brothers and sisters of the employee's spouse;

- Present spouses of the employee's natural and adopted brothers and sisters;
- Son-in-law and daughter-in-law of the employee

Bereavement leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the state or outside the State of California. Employees desiring more leave may request vacation or other appropriate leaves to be granted at the sole discretion of the department head.

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, paragraph two. 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, paragraph one.

### **13. OTHER LEAVES**

#### **13.1 Maternity Leave**

Sick leave may be used during pregnancy upon certification by a physician that, due to pregnancy, an employee is no longer able to perform the duties of her position. Sick leave may be used after the birth 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 may request use of vacation, compensatory time off or a leave without pay following normal departmental procedures. A female 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 meet the eligibility requirements of the Federal Family and Medical Leave Act and the California Family Rights Act.

#### **13.3 Legal Proceedings / Jury Duty**

- A. Any regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee shall be entitled to his or her regular County pay provided he or she deposits the fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his or her excused absence for such proceedings. 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. Excused absence is the time necessary to actually engage in the activity, including travel time and required

waiting time.

- B. Employees assigned to day shift, and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.
- C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to grave shift is not required to report to work the day before he or she was committed for jury duty or served on a jury past 12:00 noon the day before.
- D. Verification of time of release from jury duty is required.

#### 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

Employees shall be entitled to necessary time off with pay to take promotional examinations for the County, including hiring interviews for Solano County 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 one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excluding Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work, whichever is greater.

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

### 13.7 Leave of Absence Without Pay

- A. Leave of absence without pay may be granted only to an employee having a satisfactory record. A department head may authorize a leave of absence without pay for up to thirty (30) calendar days for a permanent or probationary employee. Successive leaves may not be granted by a department head.
- B. A permanent employee may be granted a leave of absence without pay for more than thirty (30) calendar days upon written request and the recommendation of the department head to the Director of Human Resources or his/her designee and only upon the exhaustion of all other appropriate leave balances. Request for leave of absence without pay shall state the reasons for the requests, the date of commencement and the date of return. The request shall normally be initiated by the employee, but may be initiated by a department head. The department head shall recommend granting, modifying or denying the request and shall promptly transmit it to the Director of Human Resources or his/her designee for consideration and approval.
- C. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, if the request for the extension, processed as the original request, is made at least 10 days prior to the end of the original leave. The Director of Human Resources or his/her designee shall promptly be notified when an employee returns from a leave of absence without pay.
- D. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence, an employee may be required to submit a statement from a physician attesting to his/her physical and/or mental ability to return to work.
- F. If an employee desires to return to work before expiration of the leave of absence without pay, the department head may require reasonable notice of fifteen (15) calendar days or less.
- G. A leave of absence without pay may be revoked by the Director of Human Resources upon evidence submitted by the department head that the reason for granting leave was misrepresented or has ceased to exist.
- H. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. An automatic resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the effective date of the automatic resignation.
- I. A leave of absence without pay may be granted for any of the following reasons:

1. Illness or disability;
2. Pregnancy
3. To take a course of study which increases the employee's usefulness on return; or
4. For other reasons acceptable to the department head and/or the Director of Human Resources.

## **14. HOLIDAYS**

### **14.1 Holidays Eligibility**

- A. Only regular, probationary and limited term employees are eligible for paid holidays.
- B. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee terminating employment for reasons other than paid County retirement may not use annual leave, sick leave or compensatory time on the day after a holiday if the last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1<sup>st</sup>) in order to be paid for that day.
- D. Part-time employees shall receive paid holidays on the same basis as their basic workweek relates to forty (40) hours, regardless of work scheduled.
- E. A full time employee, whose regularly scheduled day off falls on a paid holiday, shall be entitled to eight (8) hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head within one year from the day of the holiday.

### **14.2 Fixed Paid Holidays**

January 1 <sup>st</sup>	New Year's Day
Third Monday in January	Martin Luther King Jr's Birthday
February 12 <sup>th</sup>	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 <sup>th</sup>	Veterans' Day
Thanksgiving Day – Traditional, as designated by the President	Thanksgiving Day
Day after Thanksgiving Day	Day After Thanksgiving
December 25 <sup>th</sup>	Christmas Day

Effective January 1, 2020 fixed paid holidays shall be amended by adding:

December 24th (Christmas Eve) beginning at 1:00 p.m.  
December 31st (New Year's Eve) beginning at 1:00 p.m.

In accordance with County Code Section 2.01, the County's normal business hours are 8:00a.m. – 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is 12:00 p.m. – 1:00 p.m., which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use four (4) hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

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

#### 14.3 Other Paid Holidays

- A. Special or limited holidays appointed by the President or the Governor.
- B. Such other days in lieu of holidays as the Board of Supervisors may determine.
- C. Employees represented by this collective bargaining agreement shall be entitled to one (1) paid floating holiday in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee.

### **15. PROBATIONARY PERIOD**

Employees in this bargaining unit do not serve a probationary period, are designated as at-will, serve at the discretion of the Appointment Authority and may be terminated with or without cause at any time by the Appointing Authority.

### **16. LAYOFF**

Employees who are designated as "at-will" serve at the discretion of the Appointing Authority and may be terminated, including layoffs, at any time by the Appointing Authority.

### **17. FURLOUGHS**

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

- 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 Association 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 17.3, Employees Exempt from Pay Reduction/Deferred Hours.
- B. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities/operations are closed. At the discretion of the County Administrator, but no earlier than the first pay period of the fiscal year, and for each pay period thereafter, four (4) hours pay shall be deferred. Employees shall be paid for seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.
- C. On days County facilities/operations are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or other appropriate leave accruals to maintain their level of pay. If no accruals are available for use, employees will use leave without pay to cover all or a portion of the furlough day.

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

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

#### 17.4 Paid if Required to Work

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 Impact of Furlough on Benefits

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

#### 17.7 Impact of Furlough on Holidays

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

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

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

#### 17.9 Terminating Employees

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

#### 17.10 Effects of Furlough

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

### **18. DISCIPLINARY ACTION**

Employees who are designated as “at-will” serve at the discretion of the Appointing Authority and may be terminated at any time by the Appointing Authority. The County Administrator is authorized to develop a disciplinary process for employees represented by this collective bargaining agreement; however, any such process shall not relieve the County of its obligation to afford the employees covered under this Unit the rights and protections provided to peace officers under Government Code Sections 3300-3313, otherwise known as the Peace Office Procedural Bill of Rights. Such process shall not waive the at-will employment status of said represented employees.

## **19. GRIEVANCES**

### **19.1 Grievance Definition**

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

Appeals from discipline or termination may not be filed through the grievance procedure but are subject to the process described in **Section 18, Disciplinary Action**. Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the employee claims to have a grievance. A grievance shall be initiated in writing on the Solano County Grievance Form.

### **19.2 Grievance Purpose**

The purposes of this procedure are:

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

### **19.3 Grievance Steps**

#### **Step 1: Informal Discussion**

The grievant shall first discuss the issue with the appropriate departmental management official. The management official has ten (10) calendar days from the date of the informal discussion to respond to the employee.

#### **Step 2: Department Head and/or Designated Representative**

The employee has ten (10) calendar days from the management official's response if the grievance is not resolved or ten (10) calendar days from the date of the informal discussion, whichever comes later, to file the grievance in writing with the department head or his or her designee.

The department head or his or her designated representative will meet with the grievant and his or her Association representative and shall provide a written response to the grievance within twenty-one (21) calendar days of receipt. If the grievance is not resolved within the department, employee or the Association shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all

complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance form.

### **Step 3: Director of Human Resources**

Any employee or Association official may notify the Director of Human Resources in writing that a grievance exists. The notice must state the particulars of the grievance and, if possible, the nature of the determination desired. 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 grievance may be processed under Step 4 which has not first been filed and investigated in accordance with Step 3. A grievance shall be initiated in writing on the Solano County Grievance Form.

### **Step 4: County Administrator**

If the grievant is not satisfied with the decision of the Director of Human Resources, he/she may appeal the decision to the County Administrator (with copy to the Director of Human Resources). The County Administrator, or his/her designee, shall render a final decision upon review of the written request. The decision of the County Administrator, or his/her designee, is the last step in the appeal process. It is final and binding on the parties and the decision cannot be appealed further.

## 19.4 Grievance Timelines

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

## 19.5 Scope of Grievance Decisions

If the Director of Human Resources resolves a grievance involving suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time.

## 19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources or his/her designee. Only complaints alleging 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 of more than sixty (60) days from the date upon which the complaint was filed.

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

## **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.

### **20.2 Workweek**

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 prior recommendation of the department head and approval of the County Administrator. Employees assigned to Unit #17 are considered exempt from the Fair Labor Standards Act.

### **20.3 Reserved (Not Used Currently)**

### **20.4 Administrative Leave**

- A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, employees shall receive an Administrative Leave Benefit. This is in lieu of any payment or compensatory time off for work performed in excess of 40 hours per week. Eighty (80) hours of Administrative Leave shall be granted annually for all qualified members of the bargaining unit effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro rata basis, proportional to the number of authorized hours employed.

Use of Administrative Leave is subject to the approval of the Department Head. In the event it is the Department Head's determination that an employee covered by this provision had worked an extraordinary number of hours over the forty (40) hour workweek, the Department Head, with the County Administrator's concurrence, may approve additional informal Administrative Leave for that employee.

No eligible employee shall carry over Administrative Leave from one fiscal year to another. Eligible management employees who have unused Administrative Leave at the end of the fiscal year shall have their unused annual Administrative

Leave converted to their Retirement Health Savings Account in July of each year.

**B. Restrictions Regarding the Use of Administrative Leave**

1. Subject to advance approval by the Department head, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
2. No person shall be permitted to work for compensation for the County in any capacity while on paid Administrative Leave.
3. No eligible employee shall carry over Administrative Leave from one fiscal year to another. Any eligible employee who separates from County employment, except for reason of regular or disability retirement, shall not receive any compensation for any unused Administrative Leave. An eligible employee who separates from County employment for reason of regular or disability retirement shall have unused Administrative Leave converted to his/her Retirement Health Savings Account upon his/her regular or disability retirement from the County.
4. A Department Head may require employees covered in this section to work beyond the official forty (40) hour workweek. Administrative Leave will constitute full compensation for such overtime work.
5. Employees who promote into a covered classification and have accumulated compensatory time off are paid off for all accrued compensatory time off (CTO) hours.

**21. NO STRIKE/NO LOCKOUT**

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

**22. OTHER PROVISIONS**

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

Nothing contained in this Memorandum of Understanding shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon him or 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 or her office or employment. County officers and heads of

departments are empowered to staff, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep County offices open at all required times.

## 22.2 Mileage Reimbursement

### A. Amount of Reimbursement

Employees who are authorized and used personal automobiles, vans or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, and for which the employee is not cited shall be reimbursed by the County up to a maximum of \$500.00 per accident. Necessary tolls and parking fees are also reimbursements and 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 trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip

mileage between Fairfield and San Francisco via I-80, plus parking fees and tolls.)

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

D. Evidence of Insurance

Employees who use personal vehicles 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.

E. Required Coverage

1. Personal Injury: \$100,000 per person/\$300,000 aggregate.
  2. Uninsured Motorist: \$100,000 per person/\$300,000 aggregate.
  3. Property Damage: \$50,000.
- OR  
Combined Single Limit: \$300,000

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 \$500.00 per accident.

22.3 Conflict of Interest

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

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

#### 22.4 Personnel Files

- A. An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The County shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any documents entered into his or her personnel file.
- B. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.
- C. The personnel file for each County employee shall be maintained by the Human Resources Department. An Employee, or his/her representative, shall have the right to review the employee's official Personnel history file in Human Resources by scheduling a specific date and time, with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.

#### **23. SEVERABILITY**

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

#### **24. FULL UNDERSTANDING**

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, 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.

Waiver Of Further Bargaining On Covered Matters. The parties agree that neither shall be required or attempt to require the other to meet and confer over any term contained in this Agreement for the life of the agreement, except for purposes of negotiating an entire Agreement on timely notice given pursuant to **Section 2, Term**, and that any legal duty to do so is hereby waived. However, the Director of Human Resources with concurrent approval of the County

Administrator is authorized to interpret any ambiguous provision of this Agreement and may, along with the Association Business Representative, enter into a joint memorandum of interpretation resolving such ambiguities. An original of the Memorandum of Interpretation shall be retained in County's records.

County Right To Regulate And Waiver of Obligation To Meet and Confer On Matters Not Covered. The County shall unilaterally establish and revise from time to time policy on matters within the scope of representation but not covered by this Agreement, as provided in paragraph A of this section and by **Section 4, County Management Rights**, recognizing that the Association will have full opportunity to address such matters within the scope of representation, if it desires, when a successor Agreement is negotiated. However, before implementing a new or revised policy on a subject matter within the scope of representation the County will give the Association ten (10) days advance notice and a copy of the new or revised policy and an opportunity to meet within that period to discuss the policy and any changes the Association desires to suggest. The County will be under no obligation to accept any such change, and may implement its final decision after the ten (10) day period expires.



## **Appendix A – Listing of Classifications**

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

Chief District Attorney Investigator  
Chief Welfare Fraud Investigator  
Deputy Director of Probation  
Probation Services Manager  
Superintendent of Juvenile Detention Facility

## Appendix B – Salary Schedule

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

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Chief D A Investigator	10,495.26	11,020.03	11,571.03	12,149.58	12,757.06
Chief Welfare Fraud Investig	9,560.74	10,038.77	10,540.71	11,067.75	11,621.13
Dep Director of Probation	8,738.18	9,175.09	9,633.84	10,115.54	10,621.31
Probation Services Manager	7,943.72	8,340.91	8,757.95	9,195.85	9,655.64
Super of Juv Detention Facility	10,212.70	10,723.34	11,259.51	11,822.48	12,413.60

2. Effective the later of December 15, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect. Effective concurrent with the wage increase described in this paragraph, employees in the class of Probation Services Manager and the class of Deputy Director of Probation shall receive a wage increase of two percent (2%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 3+2=5%), this increase is subject to Board of Supervisors approval.
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.
7. The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.
8. The Director of Human Resources is authorized, with concurrence from the County Administrator, to maintain a ten percent (10%) wage separation between covered classifications and the subordinate classifications. For purposes of this paragraph, base wage plus P.O.S.T. Career Incentive Pay are used in the calculation.

**Appendix C – Reserved (Not Used Currently)**

## Appendix D – Closure of County Facilities to Achieve Cost Reductions

Effects of Closure of County Facilities to Achieve Cost Reductions on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment:

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

Situation	Result	Comments
	Furlough hours credited to furlough leave accruals.	pay period. 4.0 furlough hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6 hours.
Holidays	No change.	EE must be in a paid status the day before and the day after the holiday to be compensated for the holiday.
Retirement deductions	Reduction in earnings due to furlough will reduce reportable earnings and reduce PERS deductions.	Retirement deductions taken based on reduced salary.
Retirement benefits	Retirement allowance calculated using the average monthly full-time <i>pay rate</i> (final compensation) reported to CalPERS for the highest 12 consecutive months of employment.	Furlough does not change pay rate. However, furlough could reduce special compensation amounts that are paid as a factor of earnings. In some cases final compensation could be reduced, but only for members with earnings-based special compensation whose highest 12 month period at retirement includes furlough time.
Health insurance contributions	No change.	As long as EE is in a paid status in the pay period, health insurance contributions will be made.
Leave accruals	No change.	Normal leave accruals will be earned.
Terminations	Employee is paid for any furlough hours accrued and not used.	Treated the same as vacation leave balance.
Differentials (% of actual earnings)	Differentials paid as a factor of earnings will be reduced based on reduced earnings.	Example: longevity pay.
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees'	

Situation	Result	Comments
	language.	
Voluntary Time Off (VTO)	<p>Same as full-time employees' or part-time employees' language.</p> <p>If furlough day falls on day off, another day is taken as furlough.</p>	The employee will be treated as any other full-time or part-time employee.
Not enough accrued furlough to cover furlough day	Use applicable leave balances. If no leave balances available, record leave without pay hours.	

### **Appendix E – Cost Sharing of PERS 2% at 50 Retirement Formula**

- A. Based on the CalPERS corrected valuation dated February 26, 2002, the total cost of the benefit amendment is \$10,150,111 for safety employees. Payroll deductions began on July 26, 2002 paychecks.
- B. December of each year the County will calculate the amount due for that calendar year with a cap of five percent (5%). Below is the formula for the calculation:
- C. Total cost divided by 20 years = annual amount of pay back.
- D. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.
- E. Divide the annual per employee pay back by number of pay periods = average pay back per employee per pay period
- F. 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 five percent (5%) or less.
- G. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.

### **Appendix F – Cost Sharing of PERS 2.7% at 55 Retirement Formula**

- A. Based on the CalPERS corrected valuation dated January 22, 2002, the total cost of the benefit amendment is \$75,036,452 for miscellaneous employees. Payroll deductions began on December 13, 2002 paychecks.
- B. December of each year the County will calculate the amount due for that calendar year with a cap of three percent (3%). Below is the formula for the calculation:
- C. Total cost divided by 20 years = annual amount of pay back.
- D. Divide the annual amount of payback by the average number of employees for the previous year = the annual per employee pay back.
- E. Divide the annual per employee pay back by the number of pay periods = average pay back per employee per pay period
- F. 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 three percent (3%) or less.
- G. Any change in the percentage amount to be deducted from the employee's paycheck will be adjusted in the first pay period in January.