

County of Solano and SHAPE (Unit 6)

Date Passed: 3/14/24

Total Tentative Agreement- 3/16/26

Time Passed: 5:00pm

The following constitutes the Total Tentative Agreement between the parties. This agreement is contingent upon ratification by the bargaining unit and approval by the County Board of Supervisors and is offered in good faith as a fair and balanced resolution to negotiations. Any Proposal not referenced herein shall remain status quo.

1. Salary Upon Reclassification [CP# 1]

County Proposal # 1- 9/25/25

2. Bereavement Leave [CP#2]

County Proposal #2 – 11/3/25

3. Holidays [UP#1]

6 MOU Section 14.2

County Counter Proposal # 1 revised -11/23/25

4. Cafeteria Plan [UP#9]

6 MOU Section 6.3

County Counter Proposal #3 - 9/25/25

5. Agreement Term & COLA [UP#15]

6 MOU Section 2

Term – See Attached [3 year expiring 9/30/28].

COLA & Equity- (See attached)

Side Letter- Wage Reopener - (See attached)

6. Equity Adjustment [UP#29]

Included with item # 5 above (See attached)

7. Bilingual Pay

(See attached)

8. Overtime, Compensatory Time Off, and Administrative Leave

(See attached)

Handwritten signature and initials, possibly "JD".

County of Solano and SHAPE (Unit 6)

Date Passed: 3/16/26

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All previously signed tentative agreements:

- Union Proposal #5: Overpayment/Underpayment (1/28/26)
- Union Proposal #11: Vacation (1/28/26)
- Union Proposal #19: Education Reimbursement (1/28/26)
- Union Proposal #23: Association Dues and Service Fees (1/28/26)
- Union Proposal # 3: Payroll information (11/6/25)

Any issue not referenced herein is not part of the LBFO and shall remain status quo.

Total Tentative Agreement of: _____

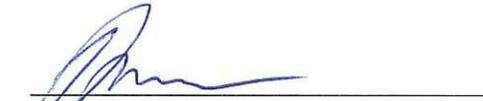
For the County:



Burke Dunphy, Chief Spokesperson

Date: 3/16/26

For the Union:


Justin Decker, Chief Spokespersons

Date: 3/16/26

5. Salaries

5.8 Salary Upon Reclassification

A. When a regular or probationary employee's position is reclassified and the employee remains in the reclassified position ~~The salary of an~~ the reclassified employee incumbent permanent or probationary employee in a reclassified position shall be determined as follows, if the incumbent remains in the reclassified position:

1. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date will not change.
2. If the position is reclassified to a class with a higher salary range, the reclassification shall be considered to be a promotion, and the salary will be adjusted based on the promotion.
3. If the position is reclassified to a class with a lower salary range, the salary shall be determined as follows:

a) If the employee's current 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.

b) If the employee's current salary ~~of the employee~~ is greater than exceeds the maximum salary of the new classification after reclassification to a lower range, the salary shall be designated as a frozen (Y-Rated) 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 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. either:

- i. The new classification's salary range matches or exceeds the employee's salary; or
- ii. The time limit indicated below is reached, after which the employee's salary will be reduced to the new classification's maximum salary.

Years of Continuous Regular Service Years	Effective Date of Salary Change Effective Date
Less than 5	2 years from date of after reclassification date

Unit 6, SHAPE

Date Passed: 9/25/15

Solano County Proposal #XX - 9/25/25

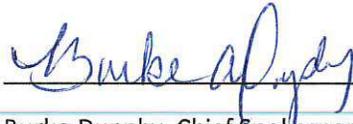
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5 but less than 10	3 years from date of after reclassification date
10 but less than 15	4 years from date of after reclassification date
15 but less than 20	5 years from date of after reclassification date
20 but less than 25	6 years from date of after reclassification date
25 or more	7 years from date of after reclassification date

Tentative Agreement of: _____

For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

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12. BEREAVEMENT LEAVE

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

- Natural, step, adoptive parents and grandparents of the employee
- A person acting in loco parentis for the employee
- Natural, step, current foster, adopted ~~children~~* children and grandchildren of the employee
- Natural, adopted and step siblings of the employee
- Present spouse/domestic partner of the employee
- A person assuming the role of the employee’s spouse
- Ex-spouse/domestic partner 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/domestic partner
- Grandchildren of the employee’s spouse/domestic partner
- Natural, and adopted siblings of the employee’s spouse/domestic partner
- Present spouses/domestic partners of the employee’s natural siblings
- Present spouses/domestic partners of the employee’s children.

B. Bereavement leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days ~~and taken within six (6) months following the loss, whether services are within the State or outside the State of California.~~ Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours to use within the timeframe indicated above). Regular, probationary, or limited-term part-time employees shall be eligible for bereavement leave in proportion to their relationship their basic workweek bears to forty (40) hours. Employees desiring more leave may request vacation or other appropriate leave to be granted at the sole discretion of the department head.

~~*As used in this section, the definition of “children” shall include a child in utero.~~

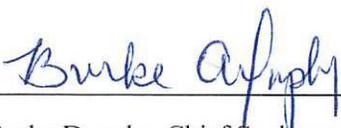
C. An employee who experiences a reproductive loss shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable to the employee who directly experienced the reproductive loss (i.e. mother/father) and the grandparents. Grandparents shall be allowed a maximum of twenty-four (24) hours within ten (10) consecutive calendar days and taken within six (6) months following the loss. Bereavement leave for a reproductive loss shall not be applicable for any other family members identified in Section 12, paragraph A.

For purposes of this section a reproductive loss consists of the following: miscarriage, stillborn, failed surrogacy, failed adoption, or unsuccessful assisted reproduction.

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For the County:

For the Union:



Burke Dunphy, Chief Spokesperson



Justin Decker, Chief Spokespersons

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MOU Section 14 Holidays

Subsection 14.B Fixed Paid Holidays

14. Holidays

B. Fixed Paid Holidays

January 1 st	New Year's Day
Third Monday in January	Martin Luther King Jr's Birthday
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19th	Juneteenth*
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous Peoples' Day
November 11 th	Veterans' Day
Thanksgiving Day	Traditional, as designated by the President
Day after Thanksgiving Day	Day After Thanksgiving
December 24th* (beginning at 1:00p.m.)	Christmas Eve
half-day (1/2) day (4 hours) at the end of shift	
December 25 th	Christmas Day
December 31st* (beginning at 1:00p.m.)	New Year's Eve
half-day (1/2) day (4 hours) at the end of 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.

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

~~December 24th Christmas Eve Day (beginning at 1:00 p.m.) half day (1/2) day (4 hours) at the end of shift~~

~~December 31st New Year's Eve Day (beginning at 1:00 p.m.) half day (1/2) day (4 hours) at the end of shift~~

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

*Any changes to the County's observed holiday schedule is subject to agreement by all represented bargaining units.

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JD

Unit 6, SHAPE

Date Passed: _____

Solano County Counter Proposal 1 to Union Proposal #1 – revised

Time Passed: _____

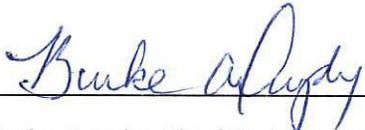
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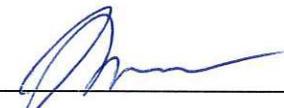
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For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 3/16/24

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6.3- Cafeteria Plan

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

For coverage effective beginning January 1, ~~2023~~ 2026, or the term of Agreement's start date, whichever is later, the County's contribution toward the health plan, as historically administered, shall be set at eighty percent (80%) of the ~~2023~~ 2026 Region 1 PEMHCA Kaiser Permanente Family rate minus the PEMHCA MEC.

For coverage effective January 1, ~~2024~~, 2027, the County's contribution toward the cafeteria plan, shall be set at eighty percent (80%) of the ~~2024~~ 2027 Region 1 PEMHCA Kaiser Permanente Family rate minus the PEMHCA MEC.

For coverage effective January 1, ~~2025~~, 2028, the County's contribution toward the cafeteria plan, shall be set at eighty percent (80%) of the ~~2025~~ 2028 Region 1 PEMHCA Kaiser Permanente Family rate minus the PEMHCA MEC.

- B. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which the employee 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.
- C. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.
- D. A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.
- E. Additionally, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution shall sunset at the end of the pay period which includes the expiration of the ~~2022-2025~~-2028 collective bargaining agreement.
- F. 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

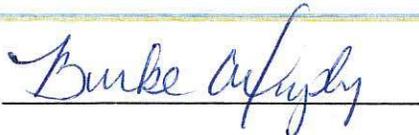
Health Care Reimbursement Account (“HCRA”). The employee’s election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County’s Plan Document. The employee will forfeit all unused funds remaining in his/her/their HCRA at the end of the 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/their HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

- G. 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 Assistant Account (“DCAP”). 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/their DCAP 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/their ~~DCRA~~ DCAP to obtain reimbursement of eligible dependent care expenses.

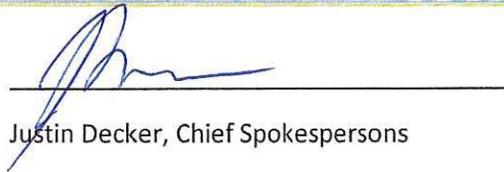
Tentative Agreement of: _____

For the County:

For the Union:



Burke Dunphy, Chief Spokesperson



Justin Decker, Chief Spokespersons

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Unit 6, SHAPE

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2. TERM

This Memorandum of Understanding shall be in effect ~~October 22, 2022~~, October 26, 2025 except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect to and including ~~October 25, 2025~~ September 30, 2028.

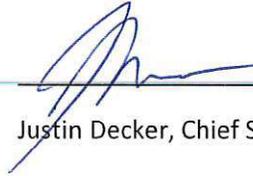
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Appendix B- Salary Schedule

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

*(Revise values in table according to below)

2. Effective the beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement or the first full pay period following ~~October 21, 2022~~ October 26, 2025, whichever is later, the base wage set forth in this Appendix B paragraph 1, above, will increase by ~~five~~ three percent (~~5%~~) (3%) of the base wage rates in effect before such increase takes effect.

Effective concurrently with the 3 % wage increase described in paragraph 2 above, the County will provide market equity increases for the following classifications. The COLA and equity adjustments will be cumulative and not compounded (e.g. a 9.5% equity adjustment plus a 3% COLA for a total of 12.5%).

1. Program Specialist: (9.5%)
2. Therapist Senior: (6.54%)

Effective concurrently with the wage increase described in paragraph 2 above, active employees shall receive a lump sum payment of one thousand two hundred dollars (\$1200).

A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.

3. Effective October 25, 2026, the base wage rates the beginning of the pay period of ~~October 29, 2023~~ twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B paragraph 2, above, will increase by ~~four~~ two percent (~~4%~~) (2%) of the base wage rates in effect before such increase takes effect.

Effective concurrently with the wage increase described in paragraph 3 above, active employees shall receive a lump sum payment of five hundred dollars (\$500).

A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.

4. Effective July 4, 2027 the beginning of the pay period of ~~October 27, 2024,~~ 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 ~~three~~ one percent (~~3%~~) (1%) of the base wage rates in effect the day before such increase takes effect.


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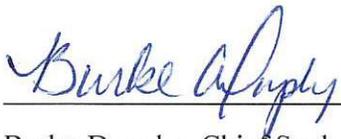
Wage Re-Opener

The parties agree to a side letter allowing the Union to reopen negotiations on the Year Three (2027) base wage rate increase in MOU Appendix B, Section 4, for the limited purpose of discussing potential modification to that increase. Re-opener negotiations are strictly limited to the subject of a general base wage increase for the third year of the contract. Any modification to such wage would require mutual written agreement of the parties.

- 5. 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.

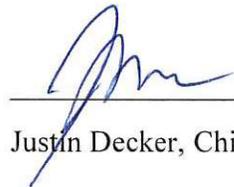
Tentative Agreement of: _____

For the County:



Burke Dunphy, Chief Spokesperson

For the Union:



Justin Decker, Chief Spokespersons

Date: 3/16/26

Date: 3/16/26

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Professional and Technical Engineers, Local 21
Unit #6, Executive and Senior Management

Regarding Base Wage Increase Reopener

This will confirm an understanding reached between the County of Solano (hereafter referred to as the "County") and the Professional and Technical Engineers, Local 21 (hereafter referred to as the "Union"), representing Unit #6. Collectively, County and Union are hereafter referred to as "the parties."

No later than August 6, 2027, the Union may submit a written request to reopen negotiations for the limited purpose of negotiating a potential prospective supplement to the July 4, 2027 base wage rate increase set forth in Appendix B, Section 4, of the Memorandum of Understanding between the parties expiring on September 30, 2028. The request shall include the Union's initial proposal and the Union's justification for the proposal. The County will respond in writing no later than August 20, 2027, including any justification for the County's response. The Parties will meet and confer during the months of September and October 2027 to discuss their positions. Any changes will be by mutual agreement. Absent written mutual agreement, there shall be no supplemental base wage increase.

The reopener process will conclude on October 31, 2027, unless the parties agree to continue negotiations past that date. The parties understand that this process is not subject to any impasse procedures and that the no strike provision will remain in effect during this process. All other MOU provisions and terms and conditions of employment shall remain unchanged and the MOU shall remain in effect.

This Side Letter Agreement shall go into effect upon ratification and adoption of the MOU. If the MOU is not adopted, this Agreement shall not go into effect.

This Side Letter Agreement will expire on December 31, 2027.

FOR THE COUNTY:

Niger Edwards
Director of Human Resources

Date: _____

Buse Adupey
3/14/24

FOR THE UNION:

[Signature]

Justin Decker
Chief Negotiator

Date: *3/16/24*

Unit 6, SHAPE

Date Passed: 3/16/24

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8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential Eligibility

Bilingual Pay Differential Allowance

- A. Designated employees shall be eligible to receive additional compensation at the rate of \$75.00 ~~\$80.00~~ per pay period (approximately \$1,950.00 ~~\$2080.00~~ per year).
- B. Such is effective on the first day of the pay period following certification by the Department of Human Resources that the employee is eligible to receive bilingual pay differential.

Tentative Agreement of: _____

For the County:

For the Union:

Burke Dunphy

Burke Dunphy, Chief Spokesperson

Justin Decker

Justin Decker, Chief Spokespersons

Date: 3/16/24

Date: 3/16/24

20.3 Overtime, Compensatory Time Off and Administrative Leave

A. Overtime Work Defined

Overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week.

B. Overtime Payment

Overtime work shall be compensated as follows:

1. Non- Exempt Employees.

Employees covered under FLSA, referred to as non-exempt (designated as overtime code 09 in Solano County's Personnel and Salary Resolution) shall be paid for all time worked in excess of 40 hours in a workweek at one and one-half times the regular rate of pay; however, in lieu of payment for overtime, employees may be granted, at the sole discretion of the department head or a manager designated in writing by the department head, compensatory time off at one and one-half hours off for each hour worked.

2. Exempt Employees.

~~Employees in classifications referred to as exempt from the FLSA (designated as overtime Code 01 in Solano County's Personnel and Salary Resolution) shall be granted compensatory time off (CTO) for all time worked in excess of 40 hours in a week at straight time.~~

~~2.~~ 3. If, in the judgment of a department head, work beyond the official workweek or work period is required, such overtime work may be ordered. The County may establish administrative procedures not inconsistent with this agreement.

~~3.~~ 4. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the department head.

~~4.~~ 5. Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

~~5.~~ 6. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.

~~6.~~ 7. When a non-exempt employee in a regular part-time position is required to work in excess of their regular work schedule during any week to cover seasonal peak work loads, emergency

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extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in subsection 20.43.B.1 above.

7. ~~8.~~ No department head may employ a person from outside the department as a substitute for an employee who is on compensatory time off. No department head shall assign an employee within the department as a substitute for another employee who is on compensatory time off, where such employee assigned received an increase in pay, as a result of such assignment. Within budget limitation, extra-help employees may be utilized to substitute for employees who are on compensatory time off.

8. ~~9.~~ No permanent, probationary or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided they have the approval of their department head.

9. ~~10.~~ CTO taken by an employee shall be counted as time worked for purposes of overtime computation.

10. ~~11.~~ Up to eighty (80) hours compensatory time off may be carried over from one fiscal year to the next. If the department head is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

C. ~~Election to Receive~~ Administrative Leave (Exempt Employees)

1. Employees in classifications referred to as exempt from the FLSA (designated as overtime Code 01 in Solano County's Personnel and Salary Resolution) shall be granted compensatory time off (CTO) for all time worked in excess of 40 hours in a week at straight time. **Beginning on July 1, 2026, and every July 1 thereafter, exempt employees shall receive an annual paid Administrative Leave benefit of forty-eight (48) hours each fiscal year in lieu of overtime or compensatory time off (CTO). Employees will no longer be eligible for CTO and will be allowed to rollover unused administrative leave into an eligible retirement health savings account at the end of each fiscal year or at regular or disability retirement.**

2. ~~1.~~ Exempt Employees are eligible to waive all compensatory time off in order to **shall** receive a paid Administrative Leave benefit of six (6) days (48 hours) in lieu of compensatory time off.

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Employees must decide to elect Administrative Leave as provided below. After making such an election, the employee will be designated with overtime code 05.

Annually during the month of June of each year, each employee will be given the option of either enrolling in the Administrative Leave program or compensatory time off payment benefits for the subsequent fiscal year. If selected, compensatory time off will be made in accordance with the overtime code assigned to the employee's classification. Each employee must complete and sign an appropriate form provided by the County Human Resources Department to establish eligibility for one benefit or the other. Once an Administrative Leave option form has been processed, it shall remain in effect thereafter unless another form is completed and filed with the Director of Human Resources during the month of June of the next fiscal year. No eligible employee shall carry over Administrative Leave from one fiscal year to another. **Eligible 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. Employees terminating employment because of regular or disability retirement shall be paid for unused Administrative Leave in the following manner: covert all to the Retirement Health Savings Account to pay for retiree health.** Any eligible employee who separates from County employment shall not receive any compensation for any unused Administrative Leave. The department head may require employees covered in this section to work beyond the official forty (40) hour work week. Administrative Leave, if elected, will constitute full compensation for such overtime work.

3. ~~2.~~ Only permanent and limited-term employees who have completed their initial County probationary period and who are exempt from FLSA regulations shall be eligible for Administrative Leave.

Part-time employees are not eligible for this benefit. However, a part-time employee who would be eligible if employed on a full-time basis may, with department head approval, receive in lieu of pay, compensatory time off (CTO) at the rate of one hour off for each hour worked during a given week which is in excess of the unrepresented employee's regular workweek. Such arrangement should be made during the pay period in which the additional hours were worked.

Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata number of Administrative Leave days equal to one (1) day for each five (5) continuous full non-probationary pay periods.

4. ~~3.~~ 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 has worked an extraordinary number of hours over the forty (40) hour workweek, the department head may approve additional informal administrative leave for that employee.

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Unit 6, SHAPE

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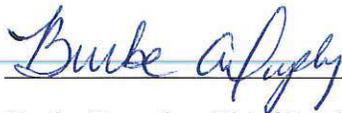
Subject to advance approval by the department head, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.

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

Tentative Agreement of: _____

For the County:

For the Union:



Burke Dunphy, Chief Spokesperson



Justin Decker, Chief Spokespersons

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Date: 3/16/26

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. 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 twenty (20%) of biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds twenty (20%) of 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 an underpayment, the County will pay the employee a one-time adjustment through payroll. 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 twenty (20%) of biweekly earnings.
2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds twenty (20%) of 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. 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.

D. 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.

1. 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.
2. 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.
3. 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.
4. Any disagreement concerning actions taken under this sub-section, may be referred to the grievance procedure contained in this MOU.

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Unit 6, SHAPE

Date Passed: 1/28/2020

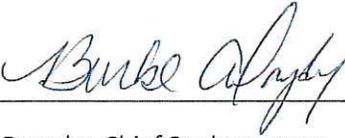
Solano County Counter Proposal #1 to Union Proposal # 5 – 10/15/25

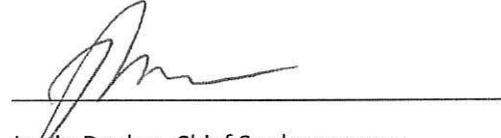
Time Passed: 3:07pm

Tentative Agreement of: _____

For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 1/28/20

Date: 1/28/20

JD

Unit 6, SHAPE

Date Passed: 1/28/2020

Solano County Counter Proposal #1 to Union Proposal # 11

Time Passed: 3:07pm

MOU Section 9- Vacation

9. VACATION

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

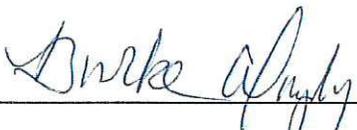
Pay Periods	Vacation Credit	Maximum Accrual
0 through 78	3.08 hours	160 <u>200</u>
79 through 260	4.62 hours	240 <u>280</u>
Over 260	6.16 hours	320 <u>360</u>

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.

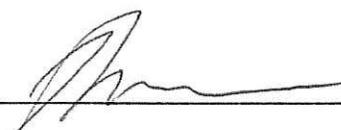
Tentative Agreement of: _____

For the County:

For the Union:



 Burke Dunphy, Chief Spokesperson



 Justin Decker, Chief Spokespersons

Date: 1/28/20

Date: 1/28/20

MOU Section 6- Benefits

6.12 Education Reimbursement

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 fifty-percent (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 fifty-percent (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 or internet-based courses from an accredited institution will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent the employee 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.

JD

MOU Section 6- Benefits

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 evidence by a passing grade of "C" or higher, or its equivalent, or "CR" when the course is required as a milestone course to complete the degree program) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within ninety (90) calendar days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees 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. When the educational institution does not recognize a semester or quarter system (e.g. self-paced classes), the employee may seek reimbursement for not more than three courses in a four-month period within the same fiscal year.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be ~~two thousand (\$2,000) dollars. Effective July 1, 2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be~~ five thousand dollars (\$5,000).
 - 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. Prior to the course start date, the employee shall submit the 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, the department head shall forward the application to the Director of Human Resources or their designee.

Unit 6, SHAPE

Date Passed: 1/28/2020

Solano County Counter Proposal #1 to Union Proposal # 19

Time Passed: 3:07pm

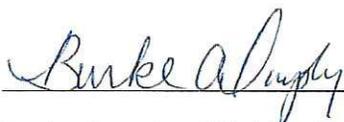
MOU Section 6- Benefits

2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of department head, on forms provided by the Director of Human Resources or the Director's designee.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources or the Director's designee and the Director of Human Resources' or the designee's decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.
4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. 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.
6. Reimbursement must be requested within ninety (90) days of course completion.

Tentative Agreement of: _____

For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 1/28/20

Date: 1/28/20

Unit 6, SHAPE

Date Passed: 1/28/2020

Solano County Counter Proposal #1 to Union Proposal # 23 – 11/6/25

Time Passed: 3:07pm

Section 3. Association Security and Rights

3.1 Association Dues

B. 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. The Association can establish different levels of deductions for any legal purpose. The County’s Auditor Controller’s Office will make such deductions pursuant to the certification document submitted by 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 unit represented by another recognized employee organization or to a class not contained in a represented 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).

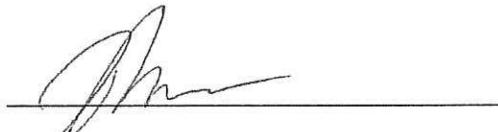
It shall be the sole responsibility of the Association to procure and enforce payroll deductions of dues.

Tentative Agreement of: _____

For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 1/28/20

Date: 1/28/20

Unit 6, SHAPE

Date Passed: 11/6/2025

Solano County Counter Proposal #1 to Union Proposal # 3

Time Passed: 3:36pm

MOU Section 3- Association Security and Rights

Section 3 Union Security and Rights

New Section Payroll Information

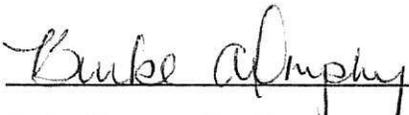
The County agrees to provide the Union the following pay data ~~at the end of each pay period~~ after the last pay day of the month, and by the scheduled pay date for employees, and separated by the scheduled pay dates for employees, within the month, in an electronic spreadsheet format (preferably in .csv format).

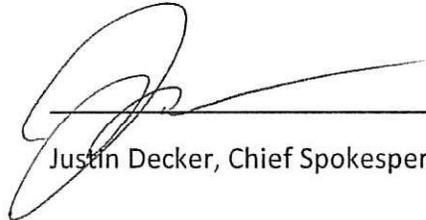
- 1 Name
- 2 Employee ID Number
- 3 Salary Step
- 4 Hourly Wage
- 5 Annual Salary
- 6 Differentials
- 7 Any specialty pay

Tentative Agreement of: _____

For the County:

For the Union:





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 11/6/25

Date: 11/6/25