

County of Solano and Local 21 (Unit 19)

Date Passed: 3/16/26

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. **Holidays [UP#01]**  
**19 MOU Section 14**  
County Counter Proposal # 2 (Revised)- 10/7/25
3. **Cafeteria Plan [UP#09]**  
**19 MOU Section 6.3**  
County Counter Proposal #1- 9/25/25.
4. **Term and COLA [UP#15]**  
**19 MOU Section 2 (TERM) See Attached [3 year expiring 9/30/28].**  
**COLA & Equity - (See attached)**  
**Side Letter- Wage Reopener - (See attached)**
5. **Equity Adjustment [UP#18]**  
**Included with item # 4 above (See attached)**
6. **Contracting Notice [UP#23]**  
**New Section- County Counter Proposal #1- 2/4/26**
7. **Bilingual Pay [UP#25]**  
**19 MOU Section 8 - County Counter Proposal #1- 2/4/26**

**All previously signed tentative agreements:**

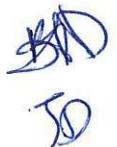
County Proposal #2: Bereavement Leave (1/28/26)

Union Proposal # 5: Overpayment/Underpayment (1/28/26)

Union Proposal # 19: Education Reimbursement Program (1/28/26)

Union Proposal #7: Working Out of Class (1/28/26)

Union Proposal # 3: Payroll information (11/6/25)



County of Solano and Local 21 (Unit 19)

Date Passed: \_\_\_\_\_

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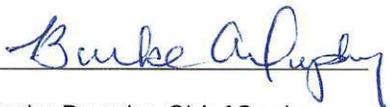
Time Passed: \_\_\_\_\_

Any issue not referenced herein is not part of the Total Tentative Agreement and shall remain status quo.

Total Tentative Agreement of: \_\_\_\_\_

**For the County:**

**For the Union:**

  
\_\_\_\_\_  
Burke Dunphy, Chief Spokesperson

  
\_\_\_\_\_  
Justin Decker, Chief Spokespersons

Date: 3/14/24

Date: 3/14/26

5. Salaries

5.8 Salary Upon Reclassification

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:

- 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, the reclassification shall be considered to be a promotion, and the salary will be adjusted based on the 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 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.
  - 2) 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.

<del>Years of Continuous Regular Service</del> Years	<del>Effective Date of Salary Change</del> Effective Date
Less than 5	2 years <del>from date of</del> after reclassification date
5 but less than 10	3 years <del>from date of</del> after reclassification date
10 but less than 15	4 years <del>from date of</del> after reclassification date

*[Handwritten initials]*

Unit 19, IFPTE

Date Passed: 3/14/26

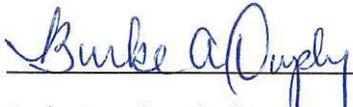
Solano County Proposal #1 – 9/25/25

Time Passed: 5:00pm

15 but less than 20	5 years <del>from date of</del> after reclassification date
20 but less than 25	6 years <del>from date of</del> after reclassification date
25 or more	7 years <del>from date of</del> after reclassification date

Tentative Agreement of: \_\_\_\_\_

For the County:

  
\_\_\_\_\_

Burke Dunphy, Chief Spokesperson

Date: 3/14/26

For the Union:

  
\_\_\_\_\_

Justin Decker, Chief Spokespersons

Date: 3/16/26

**Unit 19, IFPTE**

**Solano County Counter Proposal #1 to Union Proposal #1 – 10/07/25 (Revised)**

**Date Passed:** 3/14/24

**Time Passed:** 5:00pm

MOU Section 14 Holidays (Clean Up)

Subsection 14.2 Fixed Paid Holidays

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	Indigenous Peoples' 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
<u>December 24<sup>th</sup>* (last four (4) hours of shift)</u>	<u>Christmas Eve</u>
December 25 <sup>th</sup>	Christmas Day
<u>December 31<sup>st</sup>* (last four (4) hours of shift)</u>	<u>New Year's Eve</u>

Effective January 1, 2020 the fixed paid holidays in 14.2.1 shall be amended by adding:

- ~~December 24th Christmas Eve Day half day (1/2) day (4 hours) at the end of shift.~~
- ~~December 31st New Year's Eve Day 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 8:00a.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. The half day (1/2) holidays (Christmas Eve Day and New Years' Eve Day) shall generally be scheduled on the workday prior to the day the holiday (Christmas Day and New Years' Day) falls on.

Tentative Agreement of: \_\_\_\_\_

**For the County:**

Burke Dunphy  
Burke Dunphy, Chief Spokesperson

**For the Union:**

Justin Decker  
Justin Decker, Chief Spokespersons

Date: 3/14/24

Date: 3/16/24

Unit 19, IFPTE

Date Passed: 3/14/26

Solano County Counter Proposal to Union Proposal # 9 – 9/25/25

Time Passed: 5:00pm

### 6.3- Cafeteria Plan

Effective with the coverage effective 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 eight percent (80%) of the ~~2023~~ 2026 PEMHCA Region 1 Kaiser Permanente Family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2024~~, 2027, the County's contribution towards the health plan, as historically administered, shall be set at eighty percent (80%) of the ~~2024~~ 2027 PEMHCA Region 1 Kaiser Permanente Family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2025~~, 2028, the County's contribution towards the health plan, as historically administered, shall be set at eighty percent (80%) of the ~~2025~~ 2028 PEMHCA Region 1 Kaiser Permanente Family rate minus the PEMHCA MEC.

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 of fifty dollars (\$50) shall sunset at the end of the pay period which includes the expiration of the ~~2022-2025~~-2028 collective bargaining agreement.

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. 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 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 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/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.



Unit 19, IFPTE

Date Passed: 3/14/24

Solano County Counter Proposal to Union Proposal # 9 – 9/25/25

Time Passed: 5:00pm

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/their 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/their DCRA to obtain reimbursement of eligible dependent care expenses.

Tentative Agreement of: \_\_\_\_\_

**For the County:**

**For the Union:**

Burke Dunphy  
Burke Dunphy, Chief Spokesperson

Justin Decker  
Justin Decker, Chief Spokespersons

Date: 3/14/24

Date: 3/16/24

Unit 19, IFPTE

Date Passed: 3/14/24

Total Tentative Agreement- 3/16/26

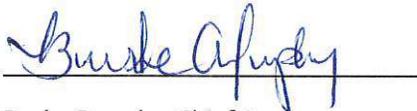
Time Passed: 5:00pm

## 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.

Total Tentative Agreement of: \_\_\_\_\_

For the County:



Burke Dunphy, Chief Spokesperson

Date: 3/14/24

For the Union:



Justin Decker, Chief Spokespersons

Date: 3/14/24

Unit 19, IFPTE

Total Tentative Agreement to Union Proposal # 15- 3/16/26

Date Passed: 3/16/24 Time Passed: 5:00pm

**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 13% equity adjustment plus a 3% COLA for a total of 16%).

1. Building Official: 13%
2. Emergency Medical Services Administrator: 24%
3. Fleet Manager: 5%
4. IT Infrastructure & Operations Manager: 7.9%
5. IT Manager: 7.9%
6. Employment & Eligibility Administrator: 2.6%
7. Social Services Administrator- CWS: 2.6%

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 the twenty-sixth (26<sup>th</sup>) pay period following the base wage increase identified 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.

*Handwritten initials: SD*

Unit 19, IFPTE

Total Tentative Agreement to Union Proposal # 15- 3/16/26

Date Passed: 3/16/24

Time Passed: 5:00pm

4. Effective July 4, 2027, the base wage rates the beginning of the twenty-sixth (26<sup>th</sup>) pay period following the base wage increase identified in this Appendix B paragraph 3, above, will increase by ~~three~~ one percent (~~3%~~) (1%) of the base wage rates in effect the day before such increase takes effect.

**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.

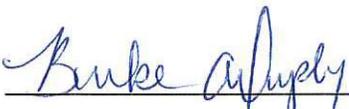
6. Effective on the first day of the pay period commencing after the Board of Supervisors adopts this Memorandum of Understanding authorize the Director of Human Resources, with concurrence from the County Administrator, to maintain a ten percent (10%) wage separation between executive and senior management classifications and subordinate staff.

Nothing in this section shall mandate the County to increase the wages to any classification.

Total Tentative Agreement of: \_\_\_\_\_

**For the County:**

**For the Union:**





Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 3/16/24

Date: 3/16/24

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and Professional and Technical Engineers, Local 21  
Unit #19, 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 #19. 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: \_\_\_\_\_

*Burke A. Lynch*  
*3/14/26*

FOR THE UNION:

  
\_\_\_\_\_  
Justin Decker  
Chief Negotiator

Date: 3/16/24

Unit 19, IFPTE

Solano County Counter Proposal #1 to Union Proposal # 23 – 2/4/26

Date Passed: 3/16/26

Time Passed: 5:00pm

**New Section- Contracting Notice**

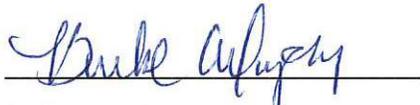
Beginning January 1, 2026, prior to contracting out work which is customarily and routinely performed by employees in classifications covered by this Memorandum of Understanding, the County agrees to provide notice to the Union consistent with Government Code 3504.1, effective January 1, 2026 and as amended thereafter.

This section does not apply to the hiring of temporary workers to fill vacancies pending the hiring of regular employees.

Beginning January 1, 2027, and annually through the MOU term, the County will provide the Union with a searchable spreadsheet which can be used by the Union to identify contracts which fall within the scope of work of Union represented job classifications.

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

Unit 19, IFPTE

Date Passed: 3/16/26

Solano County Counter Proposal #1 to Union Proposal #25 – 2/4/26

Time Passed: 5:00pm

**8. INCENTIVES AND DIFFERENTIALS**

**New Section- Bilingual Pay Differential Eligibility**

In general Supervisor/Managerial classifications are ineligible to receive Bilingual Pay Differential. In rare exceptions, to be eligible for this pay, permanent, probationary or limited-term full-time employees must be able to demonstrate regular (multiple times per workday) contact with clients/members of the public wherein their bilingual skills are required as a regular course of business. This may also apply on a temporary basis (e.g. when directly covering duties of a subordinate staff vacancy). This section does not apply to employees who may periodically interact with the public.

Only the following positions are authorized to receive Bilingual pay:

- Animal Care Manager

Other classifications may be authorized for Bilingual pay with the prior approval of the Human Resources Director and the CAO.

- A. The compensable second language shall be limited to threshold languages for Solano County (i.e. over 5% of the population based on the American Community Survey or Census) required in the delivery of public services.

Bilingual Pay Differential Allowance

- A. Designated employees shall be eligible to receive additional compensation at the rate of \$80.00 per pay period (approximately \$2,080.00 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.

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

Tentative Agreement of: \_\_\_\_\_

**For the County:**

**For the Union:**

Burke Dunphy  
Burke Dunphy, Chief Spokesperson

Justin Decker  
Justin Decker, Chief Spokespersons

Date: 3/16/26

Date: 3/16/26

**12. BEREAVEMENT LEAVE**

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

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, current foster, adopted children\* and grandchildren of the employee;
- a person acting in loco parentis for the employee;
- natural 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 a natural 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 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.

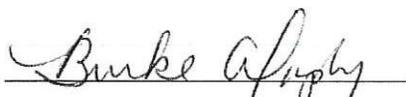
C. An employee who experiences a reproductive loss shall be eligible for bereavement leave in accordance with Section 12, paragraph B above. This provision shall be applicable to the employee who directly experienced the reproductive loss (i.e. mother/father) and the grandparents. Grandparents shall 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.

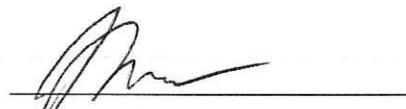
For purposes of this section a reproductive loss consists of the following: miscarriage, stillborn, failed surrogacy; failed adoption; or unsuccessful assisted reproduction.

Tentative Agreement of: \_\_\_\_\_

**For the County:**

**For the Union:**

  
Burke Dunphy, Chief Spokesperson

  
Justin Decker, Chief Spokespersons

Date: 1/28/26

Date: 1/23/26

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 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. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll unless the employee and the Auditor-Controller agree to an alternate method.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.
- J. Any disagreement concerning actions taken under this sub-section may be filed at step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the over payment.

Unit 19, IFPTE

Date Passed: \_\_\_\_\_

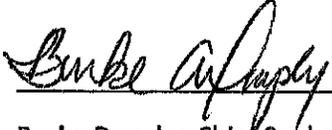
Solano County Counter Proposal #1 to Union Proposal # 5 – 10/17/25

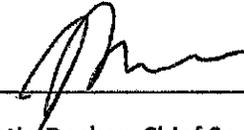
Time Passed: \_\_\_\_\_

Tentative Agreement of: \_\_\_\_\_

For the County:

For the Union:

  
\_\_\_\_\_  
Burke Dunphy, Chief Spokesperson

  
\_\_\_\_\_  
Justin Decker, Chief Spokespersons

Date: 1/28/24

Date: 1/28/24

6.12 Education Reimbursement

C. Policy for Tuition Reimbursement

1. Courses must be related Courses must be job related to the position held. With prior approval, General Education courses required for a job related degree program shall be eligible for reimbursement.
1. Courses must be taken for credit; audited courses will not be reimbursed.
2. Courses must be taken at accredited institutions.
3. Course work may be in person, online, or through correspondence.
4. 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.
5. 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.
6. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of an employee and subject to the approval of the Director of Human Resources.
8. Requests for reimbursement must be approved before the course is undertaken.

MOU Section 6- Benefits

9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidence by a 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. The request must be submitted within the same fiscal year the course was 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 the Director's designee.

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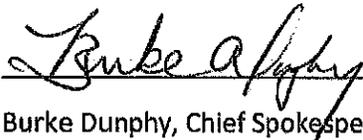
MOU Section 6- Benefits

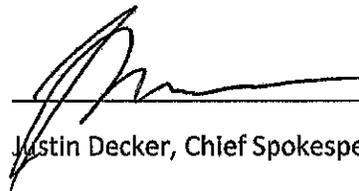
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the department head, on forms provided by the Director of Human Resources.
3. The employee's department head shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, the department head shall forward the application to the Director of Human Resources.
4. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.
5. 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.
6. 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.
7. 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.
8. Upon being informed or certification by the Department of Human resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

Tentative Agreement of: \_\_\_\_\_

For the County:

For the Union:

  
Burke Dunphy, Chief Spokesperson

  
Justin Decker, Chief Spokespersons

Unit 19, IFPTE

Date Passed: \_\_\_\_\_

Solano County Counter Proposal #1 to Union Proposal #19

Time Passed: \_\_\_\_\_

MOU Section 6- Benefits

Date: 1/28/24

Date: 1/28/24

MOU Section 5- Salaries

5.10 Working Out of Class

- A. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the first pay period following such assignment and continuing for the duration of such assignment.
- B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform the majority of the work characteristics of a higher paying classification.
  - 1. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification when the following requirements are met:
    - a. The vacant position is specifically allocated to the department; or when an employee is on long-term leave (as defined in subsection 1.b. below) and designated employee will assume full job responsibilities. Such an assignment shall not exceed 26 pay periods. The designated employee must meet MQ of the position; and
    - b. The assignment will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods; and
    - c. The employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources Director.
  - 2. 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 grade. Such special compensation shall not be pensionable.
  - 3. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class range provided; however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

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Date Passed: \_\_\_\_\_

Solano County Counter Proposal #1 to Union Proposal #7

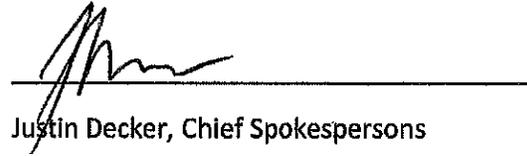
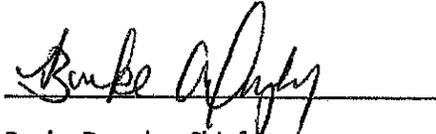
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MOU Section 5- Salaries

Tentative Agreement of: \_\_\_\_\_

For the County:

For the Union:



Burke Dunphy, Chief Spokesperson

Justin Decker, Chief Spokespersons

Date: 1/28/24

Date: 1/28/24

Unit 19, IFPTE

Date Passed: \_\_\_\_\_

Solano County Counter Proposal #1 to Union Proposal #3

Time Passed: \_\_\_\_\_

MOU Section 3- Union 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