MEMORANDUM OF UNDERSTANDING

Solano HSS Association of Professional Employees (SHAPE)

Unit #6

March 24, 2026 – September 30, 2028

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MEMORANDUM OF UNDERSTANDING

Unit #6, Solano HSS Association of Professional Employees

PREAMBLE

This **AGREEMENT,** (hereinafter "Agreement") entered into by the **County OF SOLANO**, (hereinafter "County") and **SOLANO HSS ASSOCATION OF PROFESSIONAL EMPLOYEES (**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 the Solano HSS Association of Professional Employees 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 Solano HSS Association of Professional Employees ("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 exclusive recognized employee organization for: regular or limited-term full and regular or limited-term part-time employees in the following unit

Unit # 6, Solano HSS Association of Professional Employees

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

1.2 County Recognition

The Association recognizes the Director of Human Resources or their designee as the County's designated representative for negotiations.

2. TERM

This Memorandum of Understanding shall be in effect**,** 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 September 30, 2028.

3. ASSOCIATION SECURITY AND RIGHTS

Each individual employee shall have the following rights which he may exercise in accordance with law, ordinances, and rules and regulations:

A. The right to form, join, and participate in the activities of any employee organization.

B. The right to be free from interference, intimidation, restraint, coercion, discrimination because of race, color, creed, national origin, sex, age, or physical or mental impairment, or reprisal on the part of their department head, supervisor, other employees or employee organizations, with respect to membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope or representation.

C. The right to represent themself individually in their employee relations with the County.

D. The right to join or refuse to join any organization of their free choice.

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. 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 union deductions.

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.

C. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues and service fees.

D. Payroll Deductions and Pay Over

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

1. The County will provide a list of employees newly hired into regular positions to the Association on at least a monthly basis. The County will also provide the Association with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.
2. The County will provide information on employees name, department, unit and classification on a quarterly basis.

E. Waiver of Election for Newly Represented Employees and New Representation Units

The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this provision to such units.

F. Dues

Dues deduction shall not be retroactive.

G. Fines and Penalties

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

H. Programming Fee

The Association shall reimburse the County for actual, reasonable and necessary costs, if any occur, of reprogramming in order to implement this agreement. Such costs shall not exceed each Association's prorated share of such costs, to be determined by dividing the

total number of each Association's represented employees subject to agency shop by the total number of County employees and by multiplying this quotient times the total cost.

3.2 New Employee Orientation

1. A representative of the Union shall be permitted thirty (30) minutes to meet with employees of the bargaining unit at the New Employee Orientation conducted by Human Resources (HR).

2. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided no later than ten (10) days before the scheduled orientation.

3. The Union Representative shall advise the County ten (10) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at the meeting.

4. No later than two (2) days prior to any scheduled New Employee Orientation for which the Union has provided notice of its intention to present, the County shall provide a list to the Union that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.

5. If the Union Representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded.

6. If multiple Union/Associations attend HR's New Employee Orientation, each Union/Association 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.

7. The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.

8. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union Representative is scheduled to present from 9:15a.m.-9:30a.m., and they arrive 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 a.m., they will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.

9. The Union may provide copies of Union materials to employees within its bargaining unit during New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employees. 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 Association materials.

10. Procedure on Promotions:

Employees that promote for the first time into the bargaining unit represented by the Union shall be authorized to meet with the Union for thirty (30) minutes. The County shall release the employee to attend the meeting without use of accruals.

3.3 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 or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.4 Release Time and Association Officers

A. Release Time

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 three (3) 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 his purpose shall be reasonable in amount and shall not interfere with the performance of County services.

B. Association Officers

Association Officers 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 County and the Association agree to a committee on joint labor management issues.

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

The County agrees to recognize up to five (5) employees appointed and formally designated in writing to the Director of Human Resources and department head by the Association as official officers. Designated officers may use up to four (4) hours per pay period of time away from work to conduct official business as an officer.

The County agrees to allow the Unit President up to four (4) hours during each pay period of paid time away from work to conduct official business as a officers. The President and officers shall obtain permission from their immediate supervisor prior to leaving their regular assignment. Any expenses incurred by a shop officer or the President shall be borne by the Association.

Reasonable adjustment may be made to an officer's workload to accommodate the release time provided for Association business.

The Association's designated officers may be provided County release time off with pay to attend training which would, in the judgment of the Human Resources Director (or their designees form within the Human Resources Department), be mutually beneficial to the County and the Association.

3.5 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. 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.

3.6 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 service 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.

3.7 Religious Exemption

Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the dues in lieu of Association membership payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the appropriate local Association within fifteen (15) days of receipt by the County. The Association shall have fifteen (15) days after receipt

of a request for religious exemption to challenge any exemption granted by the County Administrator or their designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. The County shall provide the Association, on a quarterly basis, a list of all persons making charitable deduction payments to the religious organization.

3.8 Joint Labor Management Committee

1. The County and the Association agree to a committee on joint labor management issues.

2. The Joint Labor/Management Committee will meet quarterly as needed. The Committee may meet more often by mutual agreement.

3. The purpose of the Joint Committee will be to meet, discuss, and make recommendations regarding issues related to the operation of the Department of Health and Social Services. Division meetings may be established with the concurrence of labor and management in order to discuss labor/management issues pertinent to each division in which the Association represents positions. Issues may include but are not limited to the following:

   a. Department operations

   b. Communications

   c. Workload distribution

   d. Morale

   e. New Department procedures

   f. New Program initiatives

4. The Joint Committee will provide a forum for information-sharing, identification of issues and review of workplace developments.

5. The Joint Committee will not discuss issues related to discipline, grievances, individual performance problems or negotiations.

6. Each Joint Committee meeting will be held for up to two (2) hours, and may be extended by mutual agreement between the Association and the Department. If more time is needed to continue a Joint Committee meeting, either as a group or separately, it will mutually be agreed to during the meeting, and staff will notify their supervisors accordingly of the extension.

   The Committee may identify the need to establish sub-committee(s) in order to compile information.

7. Joint Committee Meetings shall be composed of up to four (4) employees representing the Association, along with their Field Representative and four (4)

employees representing management, along with the Appointing Authority or designee.

8. At the end of each Joint Committee Meeting, both parties will develop an agenda to be used at the next meeting.

9. The County shall notify the Union when it plans to change benefit plan options, plan design, or plan administration (e.g., dental insurance, vision insurance, commuter benefits, employee assistance program, deferred compensation). The County shall notify the Union before soliciting proposals for possible changes in employee benefits.

3.9 Names and Classes of Represented Employees

The County shall provide the Union with a list of all newly hired, promoted, 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/promotion/separation, work email address, work phone number, home address, home phone number, and classifications.

3.10 Payroll Information

The County agrees to provide the Union the following pay data after the last pay day of the month, 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 special pay

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 impact that decision on these matters may have on wages, hours, and other terms and conditions of employment.

5. SALARIES

5.1 Salary Ranges and Pay Date

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

1. Effective the later of pay period #7 (March 11, 2018 – March 24, 2018), or two pay periods following MOU adoption/imposition by all bargaining units of this provision, the pay date shall be moved by one week (e.g., from March 30, 2018 to April 6, 2018).

    a. Employees who desire to mitigate the effect of this pay date move may receive a one-time advance equal to five days of pay, to be paid with the first paycheck of the effective dates' pay period (e.g., on March 30, 2018). In order to receive the advance, the employee must sign an agreement to pay back the advance over not more than 3 pay periods. Employees selecting this option must have and maintain, 5 days of vacation or CTO (40-45 hours, depending on their schedule), until the advance is paid back in full. Employees who receive an advance and whose employment ends prior to paying back the advance, shall have any amount owed deducted from their final paycheck.

5.2 Pay For New Employees

Normally new employees shall be appointed at the recruiting step of the salary range for the class to which the appointment is made. When circumstances warrant, 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 Re-Employment

A. A former employee on permanent status in good standing at the time of separation who is re-employed within two (2) years in the same class may, upon the request of the department head and with approval of the Director of Human Resources, be appointed at the same step or higher than the employee occupied at the time of separation. Subsequent merit increases shall follow the normal time period progression between steps.

B. A former employee, on permanent status at the time of separation, who is re-employed within two (2) years 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 a step closest to the step or higher than the employee

occupied at the time of separation. Subsequent merit increases shall follow the normal time period progression between steps.

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 or designee.

B. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.

After	**26 Pay Periods**	**26 Pay Periods**	**26 Pay Periods**	**26 Pay Periods**
Salary Grade 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 their 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 of the employee's performance evaluation due date. If the supervisor fails to render a performance evaluation within the specified timeframe, then the employee shall receive, if available, a salary step increase.

E. 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.

F. Merit Increase Deferral: If, in the department head's (or designee'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 intensive 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) pay periods. 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. At the end of the deferral period, the employee must be re-evaluated and a decision made to grant or deny the merit increase. An employee's merit increase eligibility date shall not be changed by any deferment.

G. 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.)

H. 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 permanent, probationary or limited-term employee 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 one (1) step increase five (5%) over the salary received prior to the promotion, not to exceed the top step of the new classification. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by the provisions of this Memorandum of Understanding.

5.6 Salary Upon Transfer

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

5.7 Salary Upon Demotion

A. When a permanent employee is demoted for unsatisfactory performance, salary shall be reduced one step or the employee shall receive the maximum 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 corresponding to the required period of service governed by this Memorandum of Understanding.

B. If a permanent 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 promotional probationary 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 they had remained in the lower class.

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 the reclassified employee shall be determined as follows,

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 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 is the same or less than the maximum of the new class, the salary and merit increase eligibility date shall not change.

b. If the employee's current salary exceeds the maximum salary of the new classification after reclassification to a lower range, the salary shall be frozen (Y-Rated) and shall not change during continuous regular service until either:

i. The new classification's salary range matches or exceeds the employee's salary; or

ii. The time limit indicted below is reached, after which the employee's salary will be reduced to the new classification's maximum salary.

Continuous Regular Service	**Salary Change Effective Date**
Less than 5	2 years after reclassification date
5 but less than 10	3 years after reclassification date
10 but less than 15	4 years after reclassification date
15 but less than 20	5 years after reclassification date
20 but less than 25	6 years after reclassification date
25 or more	7 years after reclassification date

5.9 Longevity Compensation

A. All employees in regular or limited-term positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%) additionally, after twenty-five (25) years of continuous full-time service an additional two and one half percent increase in compensation (a total of 7.5%) over the rate for the class in which employed; additionally, after thirty (30) years of continuous full-time service and additional two and one half percent (2.5%) increase in compensation (a total of 10%); additionally, after thirty-five (35) years of continuous full-time service an additional two and one half percent (2.5%), (a total of 12.5%) over the rate for the class in which employed.

B. Effective the first full pay period of July 2023, employees who complete fifteen years of continuous full-time service shall be entitled to an additional two and one half percent (2.5%) increase in compensation over the rate for the class in which employed, and the total longevity benefit at each subsequent tier will increase by two and one half percent (2.5%), up to a maximum of fifteen percent (15%) for employees who complete thirty-five (35) years of continuous full-time service.

5.10 Working Out of Class

A. It is the intent of this section to provide appropriate compensation to employees working out-of-class from the first pay period of such assignments when it is known that the employee will work out-of-class for two (2) pay periods or more.

B. A working out-of-class assignment occurs when an employee receives a formal, written assignment by a department head to perform some or all of the work characteristics of a higher paying classification. 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 which (a) is specifically allocated to the department and (b) requires the duties to be performed for not less than two (2) pay periods. 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 salary range over the salary received prior to the assignment, not to exceed the top step of the new classification's salary range, effective at the beginning of the assignment.

C. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, they will be eligible for a rate increase on the temporary assignment class classification so long as the increase in the prior class results in more than the rate being earned on temporary assignment.

5.11 Reserved (Not in use)

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. 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. 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.

6. BENEFITS

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

6.1 Medical Insurance

Regular 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 the 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 Minimum Employer Contribution ("MEC") established by PERS.

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 January 1, 2026, or the term of Agreement's start date, whichever is later, the County's contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 2026 Region 1 PEMHCA Kaiser Permanente Family rate minus the PEMHCA MEC.

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

For coverage effective January 1, 2028, the County's contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 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 they have elected to enroll.

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

C. An employee who waives health insurance because the employee demonstrates to the County that they have alternate insurance coverage shall receive five hundred dollars ($500.00) per month minus the PEMHCA MEC.

D. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

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 of fifty dollars ($50.00) shall sunset at the end of the pay period which includes the expiration of the 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 to 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 or 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 or her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

G. During the 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") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her DCRA account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their DCAP to obtain reimbursement eligible dependent care expenses.

6.4 Dental Insurance

Regular and limited-term 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 their eligible dependents. The County's contribution will be a prorated 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 the insurance plan providers from time to time mandate a change in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any provider.

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

6.5 Vision Insurance

Regular and 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 will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular or limited-term full-time employee and their eligible dependents. The County's contribution will be prorated for regular part-time or limited-term part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's 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 the insurance plan providers from time to time mandate a change in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any 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 (1½) 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 one hundred thousand dollars ($100,000). 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 and their eligible dependents. 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. 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.

B. 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) a 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

A. 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.

B. Administration of Short Term Disability Plan

The County agrees to deduct and forward to the Association the premium payments of unit members for a voluntary short term disability plan subject to these conditions:

1. A minimum fifteen percent (15%) subscription by bargaining unit members
2. With at least 60 days advance notice to the County of the implementation, the County will implement the plan by the first day of the pay period commencing on or after such notice is provided.
3. The plan is administered by the Association.
4. The County may elect the deduction schedule (e.g., bi-weekly, once per calendar month, etc.)

6.9 Reserved (Not in use)

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 (PERS) and the benefits currently provided there under.

B. PEPRA Tier

The County implemented a new Miscellaneous Member pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

C. PEPRA Basic Retirement Formula

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

D. Disputes Over PEPRA

If an employee or the 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 below. However, nothing herein shall preclude the complaining employee or Association, jointly or independently, and the County Counsel of Solano County from agreeing in writing to submit the dispute to binding arbitration on such terms as they may mutually agree in writing. 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 Miscellaneous Retirement (2.7% at age 55) for employees in the bargaining unit who are not required by law to participate in the PEPRA Tier and who are not participants in the 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 formula of 2% @ age 60 in lieu of the 2.7% at 55 formula described in subsection 6.1.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 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.

a. 2.7 at 55 Miscellaneous Tier

Except as provided in paragraph 6.10.G.2.c below, Miscellaneous PERS member employees subject to the pre-PEPRA formula described in paragraphs 6.10.E above will, by payroll deduction, contribute six percent (6%) of PERSable wages toward the applicable PERS member contribution, and the County will pay the balance of the PERS member contribution.

b. 2.0 at 60 Miscellaneous Tier

Except as provided in paragraph 6.10.G.2.c below, Miscellaneous PERS member employees subject to the pre-PEPRA formula described in paragraphs 6.10.F above will, by payroll deduction, contribute five percent (5%) of PERSable wages toward the applicable PERS member contribution, and the County will pay the balance of the PERS member contribution.

c. Employee Payment of Entire PERS Member Contribution After Board Action

Notwithstanding the terms of paragraphs 6.10.G.2.a and 6.10.G.2.b above, effective beginning with the pay period following adoption of this MOU by the Board of Supervisors, employees will pay the entire PERS member contribution and the County will simultaneously cease making any portion of the PERS employee member contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November, 2004, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS ($ 75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The

county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the unit, until no later than the last full pay period of November 2022. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix D).

4. Employee Payment of Employer Contributions

The parties agree to share equally in CalPERS employer rate increases for employer rate costs over fourteen percent (14%) and up to sixteen percent (16%) as an additional employee deduction. This provision shall sunset on January 1, 2017.

5. Pre-Tax Treatment of PERS Member Contributions

To the extent permitted by applicable law, employee contributions toward the Employee's PERS contributions 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

All employees shall have coverage Federal Social Security in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

All employees shall have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

6.12 Education Reimbursement

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in accredited classroom and on-line 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

1. 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.

2. Part time employees are eligible after five (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 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 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.

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 with the same fiscal year.

b. 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.

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.

F. Continued Services Requirement

An employee must continue in a full time, regular position in the County service for one (1) year to 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 Continuing Education Days

With the approval of the Deputy Director of Health and Social Services – Mental Health, or designee, a probationary, or regular full time Mental Health Clinical Supervisor, possessing licensure by the State of California Board of Behavioral Sciences, either as a Marriage and Family Therapist (MFT), or Licensed Clinical Social Worker (LCSW), may be granted up to thirty-six, (36) hours per two year licensing cycle (pro-rated for

regular part-time employees) to attend continuing education courses required for licensing as accepted by the Board of Behavioral Sciences. The continuing education hours granted will be for class hours and travel time only. Regular full-time Clinical Psychologists operating under license of the Board of Psychology are also eligible for this benefit at thirty-six (36) hours per two year licensing cycle. Any other expenses will be the responsibility of the employee. Continuing education courses taken during non-work hours (i.e., evenings and weekends) shall be compensated as CTO toward the 36-hour maximum. (Travel time included.)

Regular full-time Therapist (Senior)s operating under license of the Board of Occupational Therapy or the Physical Therapy Board of California are also eligible for this benefit at thirty (30) hours per two-year license renewal cycle based on the individual employee's license effective date.

Requests for continuing education time must be made at least two weeks in advance of the course on forms approved by the Director of Health and Social Services and a copy of the course brochure must accompany the request. Requests will not be unreasonably denied.

Mental Health Clinical Supervisors, Clinical Psychologists, Therapist (Senior)s, will receive mileage reimbursement if they will have to drive to a location to attend a class or seminar and reimbursement for all fees for taking the class or seminar.

Applicable continuing education hours are not cumulative and if they are not taken within the fiscal year, or two-year license renewal cycle respectively, they are not carried over to the next fiscal year or two-year license renewal cycle.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

A. The County shall expend every effort to see 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.

B. Complaints concerning safety will be forwarded to the Risk and Safety Officer.

7.2 Worker's 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 Section 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 Section 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 their scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to subsection 7.2.K, below.

C. In the event 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 Subsection 7.2.B, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to Subsection 7.2.K, below.

D. 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 Subsections 7.2.E, 7.2.F, 7.2.G and 7.2.H below.

E. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from Workers' Compensation for a maximum of twelve (12) months

F. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that they have leave accruals to integrate or for the period they are on approved FMLA leave (maximum 12 weeks), whichever is longer.

G. Sick and annual leave shall accrue during any pay period in which the employee is receiving Workers' Compensation temporary disability. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability.

H. 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 their position allocation while collecting State Disability Benefits, the employee will earn pro-rated accruals based on actual hours worked.

I. Sick leave may be used for any medical appointments due to a work-related injury or illness.

J. 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.

K. Workers' compensation 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 they are eligible.

2. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which they are eligible. State Disability Insurance integration is not retroactive beyond one (1) pay period.

3. Employee's 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.

5. Employees will provide the County with appropriate medical information which includes a prognosis for the return to work.

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 their 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. Temporary light duty assignments for injured employees

In the event an employee with a medical condition 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 & 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 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 their employment with the County.

Injured workers will be accommodated under the workers' compensation laws and the 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 Bilingual Pay Differential Eligibility

A. A bilingual employee in a public contact position which involves regular and frequent use of bilingual skills shall be eligible to receive additional compensation.

B. Regular and frequent use means using bilingual skills on the average of once per workday and/or fifty percent (50%) of the time. Exceptions for unique circumstances may be made at the discretion of the department head with concurrence of the Director of Human Resources or their designee.

C. A bilingual employee assigned duties requiring the use of bilingual skills (e.g., interpreter) may be eligible to receive additional compensation.

D. Bilingual pay differential shall be limited to permanent, probationary or limited-term full-time employees.

E. The provision of this section shall not apply to supervisory positions with the exception of working supervisors who spend at least 50 percent (50%) of their time in direct contact with the public.

F. The compensable second language shall be limited to those required in the delivery of public services to the various target groups in the County (e.g., Spanish).

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.

Termination of Bilingual Pay Differential

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

1. The employee terminates employment with the County.
2. The employee is released from County employment.
3. The position no longer requires bilingual skills.
4. The employee is assigned to a position not requiring bilingual skills.

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.

Procedure for Requesting Bilingual Pay Differential

A. Recommendations for bilingual pay differential shall be submitted by the department head to the Department of Human Resources and shall include:

1. Employee name and class;
2. A description of the bilingual duties to be performed, the second language to be utilized, purpose, nature and frequency of use; and,
3. Location of assignment.

B. An employee may appeal the recommendation of the department head to the Director of Human Resources or their designee who shall evaluate the recommendation and approve or deny the request. The decision by the Director of Human Resources or their designee may be appealed to the Civil Service Commission.

C. An employee or a department head may appeal denial of a request by the Director of Human Resources to the Civil Service Commission which shall make a final decision to approve or deny the request.

8.2 Call Back and Standby Pay Differentials

A. Call back is defined as occurring when an employee in the classification of either a Social Services Supervisor or Supervising Mental Health Clinician is called and physically returns to work or goes into the field in response to a call to perform his or her regular duties. An eligible employee who is called back to work shall be compensated for call back duty at their straight time hourly rate with a guaranteed minimum of three (3) hours straight time pay when the call back time worked is less than three (3) hours. Social Services Supervisors or Supervising Mental Health Clinicians are compensated as call back for telephone calls in the form of CTO at straight time with a guaranteed minimum of two (2) hours. The two (2) hour minimum for phone calls applies to all phone calls made and received during the two (2) hour period following the initial phone call.

B. Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that their supervisor can reach them on ten (10) minutes notice or less. Only Social Services Supervisors who are assigned to Child Welfare Services or Adult Protective Services and are assigned to standby duty may claim standby compensation. Supervising Mental Health Clinicians and Mental Health Program Coordinators who are assigned to standby duty may also claim standby compensation.

If an employee is placed on weekday standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars ($4.00) per hour. If such standby is spent on weekends or holidays, the employee shall be compensated at five dollars ($5.00) per hour. No employee shall be paid for standby duty and call back work simultaneously.

For purposes of this subsection, 8.5, Callback and Standby Pay Differentials a weekday is defined as from 5:00 p.m. to 8:00 a.m. (15 hours). A Saturday is defined as 5:00 p.m. Friday to 12:00 midnight Saturday (31 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 5:00 p.m. on the evenings preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (39 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 5:00 p.m. Thursday and end at 8:00 a.m. Saturday (39 hours).

8.3 Shift Pay Differential

A. A Supervising Mental Health Clinician assigned to the 24 Hour Crisis Unit, or an Eligibility Benefits Specialist Supervisor, who works an assigned swing or graveyard shift, shall, in addition to his or her regular salary, be paid a shift differential for each swing or graveyard shift actually worked.

B. For purposes of this subsection, a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned shift shall not qualify an employee for shift differential.

1. An employee who works a swing shift as defined above, shall receive six percent (6%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.

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

8.4 Salary Differential

A. Employees in the classification of Special Program Supervisors, who supervise Appeal Specialists or Staff Development Trainer, shall receive a five percent (5%) salary differential. If one of these employees changes assignments or positions, so that the supervisory relationship no longer exists, they will no longer be paid the differential effective the date of the change of assignment. This assignment will continue for the term of this contract.

B. Effective the pay period following adoption of the MOU, Social Services Supervisors who are assigned to supervise Social Worker III's assigned to Child Welfare Services shall receive a three percent (3%) salary differential, for the duration of such assignment. If one of these employees changes assignments or positions, so that the supervisory relationship no longer exists, they will no longer be paid the differential effective the date of the change of assignment.

C. Effective December 29, 2019, Social Services Supervisors assigned to Child Welfare Services Emergency Response Unit will receive a 2.5% Pay Differential for each hour, or portion thereof, worked within the Child Welfare Services Emergency Response Unit. Such differential shall be additive and not compounded to Section B above.

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	200
79 through 260	4.62 hours	280
Over 260	6.16 hours	360

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.

B. 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.

C. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit. No part-time employee shall earn vacation leave accruals during a pay period in which is the employee is absent without pay more than fifteen (15) percent of the scheduled working hours for that position.

D. Employees terminating employment for reasons other than retirement may not use annual/vacation leave or compensatory time off as a termination date.

E. 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.

F. 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.

G. 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. If separation is caused by an employee's death, payment shall be made to the employee's estate.

H. With the Department Head approval and authorization by the Director of Human Resources an employee who has separated service from the County and who was receiving pay in lieu of unused vacation may be re-employed by the County.

I. 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.

J. If a department head does not provide a specific time for use of vacation leave, an employee may, with fourteen (14) calendar days notice, as a matter of right, give written notice to the department head and take up to eighty (80) hours when accumulated vacation reaches the maximum earnable vacation accrual.

K. Prior to the beginning of each calendar year, an employee wishing to cash out up to eighty (80) hours of vacation accruals, may make such a request between November 1 and by no later than December 20th of the preceding year. This election shall be irrevocable. Payment will be made upon the employee's request, before December 31 of the next calendar year, but no sooner than at the time the employee has accrued the number of vacation hours requested to be cashed out. Approval of such a request will be conditional upon the projection that the employee will reach the maximum vacation accrual based on the employee's years of service during the following calendar year and requires the employee to have taken at an equivalent amount during the prior twelve (12) calendar month period.

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 sixteen (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 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 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 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 this 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 sickness or disability sustained while on leave of absence without pay.

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 their 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 their date of employment separation shall, upon rehire, have their previously accrued and unused sick leave added back to their 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 or father-in-law of the employee
- A minor child of whom the employee has a parental relationship and/or legal custody.
- A person acting in loco parentis for the employee, or
- Relatives living in the employee's home

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 the employee 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:

1. Be a regular full-time or regular part-time employee who has passed the initial County probationary period;
2. Have exhausted all accumulated leave including vacation, sick leave (unless the leave involves the care of another and eighty (80) hours of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off;
3. Be unable to return to work for at least thirty (30) days; and
4. Have applied and received approval for a Leave of Absence Without Pay (i.e., discretionary leave).

11.2 Benefits of the Leave Contribution Program

Donated vacation, compensatory time off and/or administrative leave hours will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis. It shall be paid at the rate of pay of the receiving employee. 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. 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, 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 Leave Credits

A. Accrued vacation, compensatory time off and/or administrative leave hours may be donated by any regular or regular part-time employee who has completed their initial County probationary period.

B. The total amount of time donated by one employee to another employee shall not exceed forty (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 an 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., eight (8) hours for a full time employee working five (5) eight (8) hour days/week).

E. Leave donations are forfeited once made. If the receiving employee does not use all donated leave, any balance remains with that employee.

F. In accordance with 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

A. 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, current foster, adopted 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, 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 leaves to be granted at the sole discretion of the department head.

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 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 shall not be applicable for any other family members identified in Section 12, paragraph A.

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

13. OTHER LEAVES

13.1 Pregnancy Disability Leave

A. An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four (4) months of disability leave per pregnancy.

B. 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 but who wish to delay their return may request use of vacation, compensatory time off or a leave without pay following normal departmental procedures. 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 agrees to fulfill 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 permanent 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. Jury duty is not considered as time worked for purposes of overtime compensation. 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.

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 they in fact donated blood during this time. This provision shall not be exercised more frequently than once in any three (3) month period. This time shall not be cumulative and advance approval from the applicable department authority is required.

13.5 Time Off for Promotional Examination

If an exam, is given during an employee's normal working hours, the employees shall be entitled to necessary time off away from work with pay for the purpose of taking qualifying or promotional examinations for County of Solano positions. This shall include resulting hiring interviews for which they may be eligible.

13.6 Military Leave of Absence

A. Military Leave

All employees shall be entitled to military leave of absence and compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

Employees on Active Duty exceeding one hundred ninety (190) hours may receive "Supplemental Military Pay" up to the "Maximum Duration of Time," as defined in this Section. Supplemental Military Pay for time past one hundred ninety (190) hours can be used for only one deployment during the term of this MOU.

The eligible employee must elect to receive Supplemental Military Pay by no later than the seventh (7^{th}) calendar day of the employee's military leave, otherwise the employee shall not be eligible for Supplemental Military Pay during that particular deployment.

B. Eligibility

To be eligible for this benefit, the employee must have been employed by Solano County for a period of not less than one year immediately prior to the date upon which the employee's military leave of absence begins. In determining the one-year of public agency service, all recognized military service is considered as public agency service.

An employee on Active Duty on the effective date of this Agreement, and who exhausted paid military leave pay in accordance with Military and Veterans Code Section 395-395.02 during that same fiscal year is eligible under this Agreement, even though the effective date of this Agreement occurs *after* the employee's Active Duty military service began. Timelines in this Agreement related to electing to receive supplemental military pay, submission of military pay documentation, and any other dues dates are based on the effective date of this Agreement for those employees who are on Active Duty on the effective date of this Agreement.

C. Compensation

1. Any eligible employee who is on military leave of absence, shall be entitled to compensation as provided in California Military and Veterans Code Section 395-395.02 to the greater of said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty such as weekend drills) per fiscal year for each hour in which the employee was otherwise scheduled to work.

2. Following exhaustion during the fiscal year of the greater of Military and Veterans Code Section 395-395.02 compensation or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the eligible employee may receive "Supplemental Military Pay."

    a. **"Supplemental Military Pay"** is defined as the difference in the employee's (Higher Paid) base County salary and the employee's (Lower Paid) base military salary. The employee's base County salary shall be identified by referring to the County's "Listing of Classes and Salaries" in effect on the first day of active military leave, and no incentive pays such as POST Pay, bilingual differential, or similar factors shall be considered. This calculation is made as of the first day of the employee's active military leave for that particular deployment and shall not be adjusted during the deployment, even if a general wage increase occurs during the deployment. The employee must furnish to the department a copy of the employee's military pay (e.g., through a military pay stub which documents the base pay rate) within thirty (30) calendar days of the employee's deployment.

Supplemental Military Pay is earnings and subject to payroll taxes (e.g., Medicare, Social Security, income taxes), recognized employee association/union dues, deferred compensation contributions, garnishments, and all other deductions in effect on the calendar day immediately prior the start of Supplemental Military Pay with the exception of CalPERS retirement (see Benefits).

3. At the beginning of the next fiscal year, the eligible employee will again receive the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.

4. The **"Maximum Duration of Time"** for Supplemental Military Leave is defined as eighteen (18) months (see subsection (C)(4)(a) below) less those periods of the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave. (See subsection (C)(4)(b) and (c) below.)

    a. As an example, if an employee's military orders state that the employee will be deployed for eleven (11) months, then the Maximum Duration of Time is eleven (11) months. Or, as an example, an employee's military orders state that the employee will be deployed for twenty (20) months, then the Maximum Duration of Time is eighteen (18) months.

    b. Example A: Employee begins Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately eleven (11) months, receives M&VC Sections 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay+ M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay equals eighteen (18) months.

    c. Example B: Employee begins Active Duty military leave on April 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately May 1, 2020 for approximately two (2) months, receives Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately eleven (11) months, receives M&VC395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately November 30, 2021 as the total of M&VC Sections 395-395.02/190 hours +

Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay+ M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

The eighteen (18)-month period continues to run during times when an employee is not receiving Supplemental Military Pay but is instead receiving the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave.

5. An employee not receiving pay under the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Pay, or the Supplemental Military Pay may use the employee's eligible accrued leaves (e.g., vacation, compensatory time off, administrative leave, attorney time off) (sick leave is not an eligible leave).

D. Benefits

1. During periods of pay during the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the employee's benefits which were active on the prior calendar day shall continue (with the County and employee continuing to pay their own respective share of said continued benefits).
2. During periods of Supplemental Military Pay the following apply:

    a. Health insurance coverage will continue, with both the County and the employee contributing their own respective shares.

    b. Employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits which are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.

    c. The employee shall not receive County paid holidays, and shall not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).

    d. Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County nor the employee pay into the CalPERS retirement system.

E. Other

1. A probationary employee or a promotional probationary employee on military leave shall be required complete the balance of his/her/their probationary period upon the employee's return to work.

2. An eligible employee who is receiving pay under this program shall continue to receive service credit for the purposes of determining duration of County service. An eligible employee who is receiving pay not under this program but rather through the use of the employee's accrued leaves shall receive service credit for the purposes of determining duration of County service. An employee who is not receiving pay does not receive service credit for the purpose of determining duration of County service.

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 their 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 request, 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 their designee.

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 ten (10) days prior to the end of the original leave. The Director of Human Resources or their 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 and employee is on a 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 their 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. The appointing authority proposing that the separation be taken shall provide the employee with written

notice of the proposed absent without leave separation which must include:

1. A description of the proposed reasons for the separation,

2. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative,

3. The effective date of the proposed separation which must be at least five (5) calendar days after the notice is received by the employee,

4. A statement advising the employee that the employee shall be given the opportunity to timely respond to the proposed separation in order to request that the resignation may be rescinded by the department,

5. A statement that the employee may respond in writing or in person, that if the employee elects to respond in writing any response must be received by close of business within five (5) ca1endar days after the notice is received by the employee, and that if the employee elects to respond in person the employee must request a meeting with the department head or the department head's designee to be held within five (5) ca1endar days' notice after the notice is received by the employee. The failure of the employee to respond will constitute a waiver of the right to respond.

   If the employee elects to respond in person, a meeting shall be scheduled with the department head or the department head's designee. The employee shall be given the opportunity to respond to the proposed separation. The employee shall be entitled to be represented by the person of their choosing at the meeting.

6. The department head or the department's designee may rescind the automatic resignation if the employee provides satisfactory reasons for their absence or for their failure to return to work at the expiration of a leave of absence, including the employee's reasons for his/her/their failure to obtain an approved leave.

7. Appeal of Absence Without Leave Separation

   Absence without leave separations may be appealed pursuant to the same process set forth in Section 18.4 (Disciplinary Action Appeal Process – Not to the Civil Service Commission).

8. In an arbitration proceeding considering such an appeal pursuant to Section 18.4, the employee's separation shall be considered as voluntary resignation, unless coerced, and not as a disciplinary discharge and the arbitrator may only rescind the voluntary resignation if the employee provides satisfactory reasons for their absence or for their failure to return to work at the expiration of a leave of absence including the employee's reasons for his/her/their failure to obtain an approved leave.

I. A leave of absence without pay maybe 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 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/vacation, 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 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.

14.2 Fixed Paid Holidays

1. Fixed Paid Holidays Include:

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

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.

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 to 1:00 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.

14.3 Other Paid Holidays

A. Employees shall be entitled to two (2) paid floating holiday in each calendar year. The timing of the employee's use of floating holiday shall be subject to advance approval of the Department Head or the Department Head's designee. The holiday may be taken at any time during the calendar year, but must be taken within the calendar year.

B. Special or limited holidays appointed by the President or the Governor.

C. Such other days in lieu of holidays as the Board of Supervisors may determine.

D. Any employee who is required to work on a fixed paid holiday, which is part of the employee's regular work week, shall be entitled to holiday compensatory time off (CTO) for time actually worked. A full-time employee whose regularly scheduled day off falls on a full paid holiday shall be entitled to eight (8) hours of compensatory time off. A full-time employee whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Such compensatory time off shall be scheduled at the discretion of the department head. Departments shall make every effort to schedule the time off within the fiscal year in which it was earned. Holiday compensatory time off shall count as time worked for purposes of overtime. Time off on recognized fixed County holidays shall be counted as time worked for purposes of overtime calculation.

E. At the end of the Fiscal Year, any unused holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay, provided the combined CTO and holiday CTO does not exceed eighty (80) hours as provided in subsection 20.4.B.11 of this Memorandum of Understanding.

F. 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.

G. A Department Head, with the concurrence of the County Administrator, may establish a "Holiday Adjusted Time" program. If a fixed County Holiday falls on an employee's regularly scheduled work day the employee is granted eight (8) hours of paid holiday

time or pro-rated if the employee is less than full-time. Holiday Adjusted Time may be granted, subject to the needs of the Department, to cover the balance of the employee's normal hours that exceed the eight (8) hours of holiday pay. For example, an employee on a 4/10 work schedule may be permitted to work an additional two hours in the same work week as a fixed County Holiday. Holiday Adjusted Time may not be worked outside of department's business hours unless authorized by the Department Head. An employee may combine an hour of Holiday Adjusted Time and available leave accrual to supplement the eight (8) hours of holiday pay. However, an employee may not take leave without pay if the employee has available leave accruals.

15. PROBATIONARY PERIOD

A. Probation Period

1. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six 26) full pay periods from the date of appointment ending with the last day of the twenty-sixth (26th) full pay period.

2. All full-time employees who have completed their initial probationary period and transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. All full-time employees who have completed their initial probationary period and are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) full pay period.

3. All part-time employees shall serve an extended probationary period beyond twenty-six (26) pay periods (or thirteen (13) pay periods if promoted) in proportion to the relationship their basic work week bears to 40 hours.

4. Any leave of absence (with or without pay), military leave-of-absence or jury duty exceeding seven (7) consecutive calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods which the employee was on the leave-of-absence with or without pay, military leave or jury duty.

5. There shall be an evaluation of each employee's job performance:

   a. Seven (7) or Thirteen (13) pay periods from the date of appointment to a regular or limited-term position;

   b. Before any merit increase; or,

   c. Every twenty-six (26) pay periods after reaching the top step of the salary range of the class.

6. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations.

7. The probationary period may be extended when the extension results, in whole or in part, from an employee's leave of absence or, when the extension is by mutual agreement between the probationary employee, appointing authority, and the Director of Human Resources; provided, however, that the probationary period may not exceed thirty-nine (39) pay periods of active duty. Employees whose probationary period is extended for good cause shall be evaluated at ninety (90) day intervals until the conclusion of the extended probationary period.

B. Rejection of Employee During the Probationary Period

1. An employee rejected during the probationary period from a position to which he or she had been promoted or transferred shall be restored to his or her former position. Such restoration is subject to the limits of available authorized positions.

2. Any employee who:

   a. Has completed an initial County probationary period and obtained regular status;

   b. Is promoted from one class to another in the same department and representation unit; and,

   c. Fails the promotional probation period shall be restored to the classification held immediately prior to promotion, if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date and all other benefits to which he or she would have been entitled if the promotion had not occurred.

3. If an employee cannot be restored to the former class, the employee may be appointed by the department head to any other vacant position in any class provided:

   a. The position is in the current department;

   b. The employee meets the minimum qualifications for the class;

   c. The salary range for the class does not exceed the range of the class held immediately prior to promotion; and,

   d. The Director of Human Resources concurs with the appointment. The employee must serve a new probationary period. The employee's name will be placed on the current or continuous

eligibility list for the classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligibility list is abolished.

16. RESERVED (NOT IN USE)

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 Subsection 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 compensatory time off 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 in Appendix "E" for described situations. Appendix "E" is incorporated herein as an expressed term of this article.

18. DISCIPLINARY ACTION

18.1 Discipline Defined

Discipline means dismissal, demotion, suspension, reduction of salary within range, or a formal written reprimand which is filed in the employee's personal history file in the Human Resources Department.

18.2 Disciplinary Action Procedures

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

1. A description of the proposed action to be taken;

2. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;

3. A clear and concise statement of the reasons for the proposed action;

4. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and,

5. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

B. If the employee elects to respond in person, a meeting shall be scheduled with the department head or his or her designee. The employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his or her choosing at the meeting.

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

18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission

An employee may either appeal such dismissal, suspension, demotion or reduction on salary to the Civil Service Commission or an appeal as defined below. Appeal to the

Civil Service Commission, must be filed in writing within ten (10) days of the decision of the appointing authority. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal Process.

18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission

A. Appeal to the Director of Human Resources

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

B. Appeal to Mediation

Disciplinary actions which have been investigated by the Director of Human Resources may be appealed to mediation within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. The mediation will be convened within ninety (90) working days of receipt of the timely request for mediation.

The mediator shall be selected by mutual agreement from the State Conciliation Service.

If no opinion is issued or either party does not agree with the recommendation of the mediator, either party may appeal the decision to arbitration, as provided below.

18.5 Appeal to Arbitration

Either the Association or the County may require that the disciplinary action appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Director of Human Resources or their designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration must be made in writing within twenty-one (21) calendar days following the completion of mediation.

18.6 Disciplinary Action Appeal Timelines

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

18.7 Scope of Disciplinary Action Appeal Mediation and Arbitration Decisions

A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

B. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.

C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration or mediation. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to mediation or arbitration. No mediator or arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

D. If the Director of Human Resources or their designee resolve a dispute which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. But in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if they finds that the County had such right, they may not order reinstatement and may not assess any penalty upon the County.

19. GRIEVANCE PROCEDURE

19.1 Grievance Definition

A grievance is a dispute involving the interpretation or application of provisions 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.

Grievances must be filed within fifteen (15) calendar days of the grievable incident or occurrence.

19.2 Grievance Purpose

The purpose of this procedure is:

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

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 the department head's designee.

The department head or designated representative will meet with the grievant and the employee's Union 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, the Union 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 the Director's 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 Union 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 or 5 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: Mediation

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

The mediation will be convened within ninety (90) calendar days of receipt of the timely request for mediation. The mediator shall be selected by mutual agreement from the State Conciliation Service.

In the event either party does not believe that a settlement can be reached, Step 4 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 5 of this section.

Step 5: Arbitration

Either the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or the Director's designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Association and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration must be made in writing within twenty-one (21) calendar days following the conclusion of mediation.

19.4 Grievance Timeliness

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

19.5 Scope of Arbitration Decisions

A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

B. No arbitrator shall hear, decide or make recommendations on any dispute unless it involves a position in a unit represented by the Association certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in this Memorandum of Understanding.

C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda shall not be subject to arbitration. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.

D. If the Director of Human Resources or their designee or arbitrator in pursuance of the provisions of **Section 19** above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. But in the event the dispute is referred to arbitration and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if they finds that the County had such right, they may not order reinstatement and may not access any penalty upon the County.

19.6 Grievances Involving or Concerning Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only those complaints alleging that employees are not being compensated in accordance with the provision of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date 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 and the Association.

20. HOURS OF WORK AND OVERTIME

20.1 Work Day

Eight (8) to ten (10) hours of work shall constitute a standard day's work for all permanent, limited-term, and probationary full-time employees unless otherwise provided by order of the Board of Supervisors.

20.2 Work Week

The official work week shall be a minimum of 40 hours of work in any seven (7) consecutive calendar days. The work week schedule consists of five (5) eight (8) hour days. However, department heads may establish work week schedules, which differ from the schedule above, upon prior recommendation of the department head and approval of the County Administrator. Some classifications assigned to Unit # 6 are considered exempt from the Fair Labor Standards Act. (See **Appendix A-1**)

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. 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. 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. 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. 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. 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 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 20.4.B** above.

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

10. 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. 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 Ju1y 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 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. Exempt Employees shall receive a paid Administrative Leave benefit of six (6) days (48 hours) in lieu of compensatory time off.

   No eligible employee shall carry over Administrative Leave from one fiscal year to another. Eligible employees who have unused 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: convert all to the Retirement Health Savings Account to pay for retiree health.

3. 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. 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.

   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.

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 resolution shall prevent, relieve or otherwise excuse any County employee from the performance of any duty imposed upon them 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 their office or employment. County officers and heads of departments are empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

22.2 Department Position Allocation List

The Director of Human Resources may temporarily increase the number of positions in a department – without further approval of the Board of Supervisors when the following conditions exist:

A. Rehabilitation of an Employee:

1. Whose physical capacity has been reduced because of a work-related injury or illness;
2. Who is unable to competently perform the duties of his or her former job; but,
3. Who the County Health Officer has certified as physically able to perform the duties of the position to be temporarily allocated.

B. It is for a specific period of time within the same fiscal year;

C. Sufficient departmental funds are available; and,

D. A need for the additional services has been certified by the department head.

22.3 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 and 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 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 wished reimbursement for the authorized use of a personal vehicle on County business shall file a claim with their 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 their normal places of residence to the site of a meeting or another official purpose that is not at their 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 vehicle on County business shall file evidence of insurance with the department head, which reflects the current level of coverage. Newly hired employees shall file evidence of insurance prior to operating a personal vehicle on County business.

Required Coverage:

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

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

22.4 Conflict of Interest

A. County employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform their 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 their department do not engage in any activity which constitutes 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.

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

22.5 Personnel Files

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.

Performance reviews and written reprimand shall only be placed in the 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.

The personnel file for each County employee shall be maintained by the Human Resources Department. An Employee, or their representative, shall have the right to review the employee's official personal 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.

A formal written reprimand and response shall remain in the employee's personnel file for a period not to exceed three (3) years from the date the final reprimand was issued.

22.6 Licensure or Certification Minimum Requirement

Employees in positions requiring special licensure or certification as a minimum requirement of the position, who fail to maintain such licensure or certification, shall not be allowed to work until such licensure or certification is renewed. Employees who have leave vacation or compensation time off accruals, may use such balances if approved by the appointing authority. Failure to maintain required licensure or certification is grounds for disciplinary action, including termination from employment.

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, 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, subject to the County's obligations under Government Code section 3500 et. seq.

In witness hereof the authorized representatives have set their hands as set forth below, the latest of which shall be deemed the signed date of this Memorandum of Understanding:

COUNTY REPRESENTATIVES

Niger Edwards Date
Director of Human Resources

Burke A. Dunphy
Burke A. Dunphy (Oct 14, 2026 16:08:25 PDT)
Burke Dunphy Date
Chief Negotiator

mlovejoy
Melaniece Lovejoy Date
Human Resources Analyst (Sr)

Daniel C. Horel
Daniel C. Horel (Oct 19, 2026 15:31:49 PDT)
Daniel Horel Date
Employment/Eligibility Administrator

Rhonda Smith, SSA
Rhonda Smith Date
Social Services Administrator

ASSOCIATION REPRESENTATIVES

Raquel Cadriel
Raquel Cadriel (Sep 24, 2026 13:23:26 PDT)
Raquel Cadriel Date
President

Justin Decker (Sep 29, 2026 14:03:05 PDT)
Justin Decker Date
Chief Negotiator

Gloria Ortiz
Gloria Ortiz (Sep 30, 2026 09:39:37 PDT)
Gloria Ortiz Date
Negotiations Member

Sakari Lyons
Sakari Lyons Date
Negotiations Member

Kelly Campbell
Kelly Campbell (Oct 1, 2026 17:10:11 PDT)
Kelly Campbell Date
Negotiations Member

Christie Allan
Christie Allan (Oct 5, 2026 16:39:00 PDT)
Christie Allen Date
Negotiations Member

APPENDIX A – Classification Listing

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

Eligibility Benefits Specialist Supervisor
Employment Resources Specialist Supervisor
Mental Health Clinical Supervisor
Community Services Coordinator
Program Specialist
Social Services Supervisor
Special Programs Supervisor
Therapist (Senior)

Appendix A-1

Job Code	Job Title	Unit	FLSA	Overtime Code
445040	Eligibility Benefits Specialist Supervisor	06	Nonexempt	9
445050	Employment Resources Specialist Supervisor	06	Nonexempt	9
335110	Mental Health Clinical Supervisor	06	exempt	1
335100	Community Services Coordinator	06	Nonexempt	9
445070	Program Specialist	06	Nonexempt	9
345040	Social Services Program Coordinator	06	Nonexempt	9
345010	Social Services Supervisor	06	Nonexempt	9
445060	Special Programs Supervisor	06	Nonexempt	9
434010	Therapist (Senior)	06	exempt	1

APPENDIX B – Salary Schedule

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

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Coordinator	9,478.47	9,952.39	10,450.01	10,972.52	11,521.14
Eligibility Benefits Specialist Supervisor	6,870.27	7,213.78	7,574.47	7,953.20	8,350.85
Employment Resources Specialist Supervisor	7,556.60	7,934.43	8,331.15	8,747.71	9,185.09
Mental Health Clinical Supervisor	10,246.18	10,758.49	11,296.41	11,861.23	12,454.29
Program Specialist	8,253.57	8,666.25	9,099.56	9,554.54	10,032.26
Social Services Program Coordinator	9,314.23	9,779.94	10,268.94	10,782.39	11,321.51
Social Services Supervisor	9,314.23	9,779.94	10,268.94	10,782.39	11,321.51
Special Programs Supervisor	7,556.60	7,934.43	8,331.15	8,747.71	9,185.09
Therapist (Senior)	9,209.27	9,669.73	10,153.22	10,660.88	11,193.93

2. Effective the beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement, or the first pay period following October 26, 2025, whichever is later, 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 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 will increase by two percent (2%) of the base wage rates in effect the day 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 base wage rates will increase by one percent (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 pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

APPENDIX C

AUTHORIZATION OF PAYROLL DEDUCTION OF DUES/FEES

EMPLOYER: SOLANO COUNTY

NOT IN USE

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APPENDIX D

Agreement between the County of Solano

and

SHAPE, Unit #6

Regarding CalPERS 2.7% @ 55

PERS retirement enhancement implemented November 24, 2002, provided for the 2.7% @ 55 formula. Therefore, the cost of this benefit as established by PERS ($75,036,452) will be the responsibility of the employees. The County will agree to allow the employees to pay for this plan enhancement in the form of a payroll deduction, with the cost amortized over the next 20 years. This payment will take the form of a percentage deduction made from the paycheck of each employee in the unit, until the above-established cost has been recovered based on the following:

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

A. Amount due to the County each year = Total cost divided by 20 years.

B. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the previous year.

C. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.

D. The percentage amount deducted from each employee = Divide the average pay back per employee per pay period by the average per pay period of PERS Reportable salary.

E. The percentage amount deducted from each employee shall be no more than 3% cap.

F. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.

G. The amount due from each employee will be the first pay period in November.

H. For purposes of implementation, the first deduction will be 2.9% from employees and will be made as soon as CalPERS approves the plan amendment change.

I. The County agrees to pay the additional 1.0% employee contribution required by PERS as a result of the 2.7% @ 55 plan amendment.

APPENDIX D
(Continued)

Proposed Formula PERS 2.7% @ 55

Note: The amounts shown exclude the increase cost of the employee contribution from 7 % to 8%.
This formula was prepared June 10, 2002 and serves as a basis for future calculations and is included here for reference.

Cost of the benefit	$75,036,452
Term in Years	20
Amount due to County each year	$3,751,823
Variable	Value
Pay Periods per year	26
Number of pay periods	520
Number of employees	2540
Average monthly salary	$4,220
Average per pay period gross salary	$1,948
Average Annual Gross Salary	$50,640
Total Annual Payroll	$128,626,768
Formula for Employee Share	Amount
Annual amt of pay back = Total cost divided by 20 years	$3,751,823
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	$1,477.10
Avg. pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	$56.81
Percentage of gross per pay period salary deducted from each eligible employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	2.92%

APPENDIX E

CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS

Effects of Section 5.E. Closure of County Facilities to Achieve Cost Reductions on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described in Appendix "E" for described situations. Appendix "E" is incorporated herein as an expressed term of Section 5.E.

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.	No effect on number of furlough hours unless there is

Situation	**Result**	**Comments**
	4.0 hours credited to furlough leave accruals.	a change in FTE.
Taxes	Taxes are withheld on the reduced salary.	
New hires (working less than 80 hours 1st pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked. Furlough hours credited to furlough leave accruals.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of pay period. 4.0 furlough hours x 90% = 3.6 hours credited to furlough leave accruals and pay reduced by 3.6 hours.
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 ***pay rate*** (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	Differentials paid as a factor	Example: longevity pay.

Situation	**Result**	**Comments**
earnings)	of earnings will be reduced based on reduced earnings.	
Differentials (flat amount or % of pay rate)	No change.	Example: POST pay or shift differential.
Part-time employees	Furlough reduction will be pro-rated based on FTE.	
Change from FT - PT	Same as part-time employees' language.	
Change from PT - FT	Same as full-time employees' language.	
Voluntary Time Off (VTO)	Same as full-time employees' or part-time employees' language. If furlough day falls on day off, another day is taken as furlough.	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.	

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: 9/21/2026

Bulse Applegate
3/14/24

FOR THE UNION:

Justin Decker
Chief Negotiator

Date: 3/16/24