

MEMORANDUM OF UNDERSTANDING

For

**Skilled Craft and Service Maintenance
Stationary Engineers Local 39
Unit #10**

October 22, 2022 through October 25, 2025

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MEMORANDUM OF UNDERSTANDING

Stationary Engineers Local #39

PREAMBLE

This **AGREEMENT**, hereinafter referred to as the Agreement, entered into by the **COUNTY OF SOLANO**, hereinafter referred to as the County, and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL #39, AFL-CIO**, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Representatives of the County of Solano and the International Union of Operating Engineers, Stationary Engineers Local #39, AFL-CIO 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 International Union of Operating Engineers, Stationary Engineers Local #39, AFL-CIO (“Union”) and the County of Solano (“County”) is governed by the Meyers-Miliias-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 Union Recognition

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

Unit #10 - Skilled Craft & Service Maintenance

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

1.2 County Recognition

The Union 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 the later of October 22, 2022 or on the date it is adopted by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been expressly assigned other specific effective dates and shall remain in full force and effect to and including October 25, 2025.

3. UNION SECURITY AND RIGHTS

3.1 Union 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 to join the Union. 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 Union dues with the Union. The Union will certify, in a letter to the County Auditor-Controller's Office – Payroll Bureau, new members of the Union. 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 Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of the pay period).
- It shall be the sole responsibility of the Union to procure 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 union dues.
 - D. Payroll Deductions shall not be retroactive.
 - E. The County will not deduct any Union fines or penalties from the pay of an employee.

3.2 Payroll Deductions and Pay Over

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

The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.

3.3 Hold Harmless

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

3.4 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.

3.5 Payroll Deduction for Political Action Committee

The County agrees to provide a payroll deduction for a fixed amount per pay period for members to make a voluntary contribution to the Union's Political Action Committee. Payments to Local 39 for federal Political Action Committee shall be included in the regular dues checks remitted to the Union.

3.6 Shop Stewards

The Union may designate a reasonable number of bargaining unit employees as shop stewards to assist the Union in the representation of its members and shall notify the County in writing as to the name(s) and classification(s) of said Steward(s) within thirty (30) days of such a change.

3.7 Bulletin Boards

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

3.8 New Employee Orientations

- A. The County agrees to make Union provided material available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the union provided material. If the Union Representative confirms its attendance at a New Employee Orientation meeting that is being conducted in-person, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.

- B. The Union shall have access to employees as part of the Human Resources Department's new employee orientation as follows:
 - 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 Union's representative will be a Union staff member or a member of the Union (Solano County employee) designated on the "New Employee Orientation Representative list." This list is composed of a maximum of six (6) representatives. The Union will provide the list to the County by the end of the 30th calendar day following the execution of the collective bargaining agreement. The Union may remove and add names, without exceeding six (6) representatives, twice annually during the months of January and July.
 - 3. The County shall advise the Union of the dates and times of all New Employee Orientations. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation.
 - 4. The Union Representative shall advise the County at the earliest opportunity but no later than two (2) 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 that meeting. It is the Union's responsibility to notify the Human Resources Director or their designee that the union will not be attending a particular New Employee Orientation meeting and for the Union to activate the provision of 3.8.A above.
 - 5. At the earliest opportunity but no later than ten (10) days prior to any scheduled New Employee Orientation, 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.

6. 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
7. If multiple Recognized Employee Organizations attend HR's New Employee Orientation, each Union representative from each Recognized Employee Organization 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.
8. 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.
9. 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 11:30a.m.-12:00p.m., and they arrive at 11:35a.m., the Union representative shall have from 11:35a.m. - 12:00p.m. to present. If the Union representative arrives at 12:05p.m., the representative will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
10. The Union representative may provide Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employees.
11. The Union may discuss the following Union related topics during the new employee orientation, including but not limited to:
 - a) The structure of the Union.
 - b) How to contact the Union and/or Union stewards.
 - c) Union's role in collective bargaining.
 - d) Benefits of Union membership.
 - e) Union's role in employee representation.
12. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
13. The provisions above in this Section shall not be subject to the arbitration procedure.

3.9 Bargaining Unit

1. The County shall provide an electronic list to the Union of the following employee information for Local 39 represented employees within thirty (30) days of hire:
 - a. Employee's Full Name (last, first, and middle initial)
 - b. Hire Date
 - c. Department
 - d. Job Title
 - e. Job Class Entry Date
 - f. Salary Schedule Step
 - g. Hourly Rate
 - h. Assigned Work Location
 - i. Phone Number (Home, Cellular, and Work)
 - j. Email Address (Personal and Work)
 - k. Address (Home and Mailing)

2. The County agrees to provide an electronic list to the Union of the employee information in paragraph 1 for all Local 39 represented employees within the first pay period for each of the following months: January, May, and September.

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

5.2 Pay for New Employees

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

5.3 Salary Upon Reemployment

- A. A former employee, off probation at the time of separation, who is reemployed in the same class or in a lower class in the same series, may upon the request of the head of the department in which they are being reemployed and approval of the Director of Human Resources, be appointed at the same step or higher than they occupied at the time of separation. Subsequent merit increases shall follow the normal time period progression between steps.
- B. An employee who voluntarily separates and:
- Is subsequently reemployed in the same department; and
 - Begins work within a period of not more than one hundred eighty (180) calendar days from the last day they previously actually worked for the County; and
 - Completes a new probationary period; and
 - Either did not withdraw from PERS or "bought-back" their County PERS service credits, shall, upon approval by the Director of Human Resources, have continuous service credited to the employee for purposes of vacation and longevity pay eligibility.

Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or any benefit other than vacation and longevity eligibility.

5.4 Merit Increases Within Range

- A. Merit increases shall not be automatic, but shall be given only upon the affirmative action of the department head or designee.
- B. The merit increase eligibility dates for every employee 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 Range		2	3	4	5
Steps:					

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (or Tuesday, if Monday is a holiday or if the employee's regular schedule begins on a Tuesday) of the pay period, then the pay period shall count as a full pay period for the merit increase and probationary period.

The granting of any leave-of-absence without pay, other than military leave or worker's compensation leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave of absence without pay.

C. An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that the employee shall be granted merit increases in the same proportion as the employee's hours of work relate to the hours of work of a regular full-time position.

E. 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 time frame, the employee shall receive, if available, a salary step increase retroactive to the employee's merit increase eligibility date.

F. An overall evaluation 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 will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources.

G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an 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 any number of pay periods, but 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. The responsibility for reopening the matter by submitting

another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated seven (7) pay periods following the scheduled merit increase eligibility date, but in any event the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.

- H. Merit Increase Denial: If in the department head's (or designee's) judgment, the employee's performance is unacceptable or improvement is needed and the employee's performance does not merit a salary increase on the merit increase eligibility date, or after a period of deferment, the merit increase shall be denied until the next evaluation cycle (twenty-six (26) pay periods) from the most recent evaluation due date.
- I. If an employee's merit increase eligibility date is overlooked through an error, and upon discovery of the error, the employee is recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary they would have received dating from the merit increase eligibility date.

5.5 Salary Upon Promotion

Any regular, probationary or limited-term employee who is promoted to a position with a higher salary range (top step) shall receive the recruiting salary for the class or such higher amount as would constitute at least a five percent (5%) increase over the salary received prior to the promotion, not to exceed the top step of the new range. The effective date of all promotions shall coincide with the first day of the pay period.

5.6 Salary Upon Transfer

When an employee is transferred from one 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 regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or they shall receive the maximum salary step of the new class, whichever is lower. The merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods of service corresponding to the required period of service as is governed by this Memorandum of Understanding.
- B. If a regular employee in good standing is demoted as an accommodation for ADA purposes or reasons other than unsatisfactory performance the employee shall receive the highest salary in the new classification that does not exceed their rate of pay immediately prior to demotion. The merit increase eligibility date prior to demotion shall be retained.

- C. When a probationary employee is demoted to a class not previously occupied by the employee, they shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of this Memorandum of Understanding.
- D. 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 would have remained in the lower class.

5.8 Salary Upon Reclassification

The salary of an incumbent regular or probationary employee in a position which is reclassified shall be determined as follows, if the incumbent remains in the position that is reclassified:

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

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

5.9 Longevity Compensation

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

All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.

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

5.10 Working Out of Class

It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of such assignment and continuing for the duration of such assignment.

A working out-of-class assignment occurs when an employee receives a formal assignment by a department head to perform all of the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification which (a) is specifically allocated to the department, and (b) will require the duties of the position to be performed by the individual for a period of 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 range over the salary received prior to the assignment not to exceed the top step of the new range.

If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

5.11 Changes in Salary Allocation

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

5.12 Overpayment / Underpayment

A. This provision applies when the Auditor-Controller determines that an error has been made to either the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. 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 union deductions.
4. "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
5. "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
6. "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse the County. The employee has the following options for reimbursement:

1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed to by the employee and the Auditor-Controller:
1. Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 2. Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 3. Installments made through payroll, for installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 4. An alternate method mutually agreed upon by the employee and the Auditor-Controller.
- D. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- E. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll.
- F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.
- G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

- H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.
- I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

6. BENEFITS

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 the PERS.

6.3 Cafeteria Plan

- A. Effective January 1, 2023 or the first of the month following the Term of Agreement's start date, whichever is later, the County's contribution to the cafeteria plan shall be set at eighty percent (80%) of the 2023 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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

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

- B. Additionally, through December 16, 2022, or the start date of the increase to the County's contribution to the cafeteria plan to eighty percent (80%) of the PEMHCA

Region 1 Kaiser Permanente family rate minus the PEMHCA MEC, whichever is sooner, 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. For an employee enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of eighty dollars (\$80) per month in the Cafeteria Plan when the employee’s job classification has a maximum monthly salary as listed in the table below. Said employee may use this County contribution (\$50/\$80) 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 \$50/\$80 shall sunset at the end of the pay period in December 2022.

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$7,161.00	Prior to the same date of the wage increase in Appendix B paragraph 2
\$7,519.05	On the same date of the wage increase in Appendix B paragraph 2

Effective the same pay period as the County’s contribution of eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, 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, regardless of salary. This \$50 contribution is intended to replace the \$80 contribution which sunsets in December 2022. The County contribution (\$50) shall sunset at the end of the pay period which includes the expiration of the 2022-25 MOU.

- C. An employee may use the County’s contribution to the cafeteria plan toward the medical insurance plan for which they 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.

- D. 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.

- E. 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.

- 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 their HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in their 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 their 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 DCRA to obtain reimbursement eligible dependent care expenses.

6.4 Dental Insurance

Regular, limited-term, and probationary employees are eligible for dental insurance coverage for the employee and eligible dependents beginning the month following appointment with the County.

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited term full-time employee and 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 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 plan 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 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 fifty thousand dollars (\$50,000). 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 Deferred Compensation Program as established by the Board of Supervisors is available to employees employed in regular or limited-term positions. Such programs are hereby incorporated by reference.

The County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program. Effective January 8, 2023, the County shall increase its contribution to a maximum of twenty-five dollars (\$25.00) per pay period; and effective the first pay period in January 2024, the County shall increase its contribution to a maximum of fifty dollars (\$50.00) per pay period; and effective the first pay period in January 2025, the County shall increase its contribution to a maximum of seventy-five dollars (\$75.00) per pay period. The employee must contribute a minimum of ten dollars (\$10.00) per pay period in the deferred compensation program to receive the dollar for dollar match.

6.8 Short Term Disability Insurance

The State's Employment Development Department administers two programs for employees who need time off from work. Disability Insurance for time taken due to an employee's own non-work related illness or injury, and Paid Family Leave for time taken to care for a seriously ill family member, or to bond with a new child. For the purposes of this agreement, both programs will be referenced as State Disability Insurance (SDI).

The County participates in the State Disability Insurance (SDI) program for employees represented by this bargaining unit, and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

- A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall make timely application for SDI benefits.
- B. The County will continue to pay the employer share of the monthly premiums for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that they have and utilizes leave accruals to fully integrate or for the period of time they are on approved FMLA or CFRA leave, whichever period is longer.
- C. 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 SDI benefits, the employee will earn pro-rated accruals based on actual hours worked.

- D. SDI benefits shall be integrated with accrued County leave as follows:
1. Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which they are eligible. SDI integration is not retroactive beyond one (1) pay period.
 2. Employees' pay, including leave accruals and or SDI 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.
 3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly SDI benefits.

6.9 [Reserved for Expansion]

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 for this bargaining unit, in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA Miscellaneous tier."

C. PEPRA Basic Retirement Formula.

For employees required by law to participate in the PEPRA Miscellaneous 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 Union disputes the manner in which the County applies the PEPRA Tier to a bargaining unit member, neither the Union nor employee may submit the matter as a grievance under the Grievance Procedure set forth in **section 19** below. However, nothing herein shall preclude the complaining employee or Union, 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 2.7% at Age 55 Formula Tier.

The County's contract with the Public Employees Retirement System provides Miscellaneous Retirement (2.7% @ 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 (2% at Age 60 Formula).

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 age 55 formula described in **subsection 6.10.E** above. This provision applies to employees who are not eligible under the County's contract with PERS to participate in the pension tier described in paragraph **6.10.E** above and who are not required by law to participate in the PEPRA tier described in paragraph **6.10.C** above.

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.

Miscellaneous PERS member employees subject to the pre-PEPRA formula described in paragraph **6.10.E** above will, by payroll deduction, contribute the entire eight percent (8%) PERS employee Member contribution.

b. 2.0 at 60 Miscellaneous Tier.

Miscellaneous PERS member employees subject to the pre-PEPRA formula described in paragraph **6.10.F** above will, by payroll deduction, contribute the entire seven percent (7%) PERS employee Member contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$ 75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The county agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the unit hired prior to January 1, 2013, until no later than the pay period including November 12, 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. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's or County'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 under 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 Tuition Reimbursement Program

A. Objective

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

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 (40) hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than fifty percent (50%) of the County's time. Employees taking approved courses which encroach on their regular 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 courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent 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-service 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 the 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 involved.
 10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same 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.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000). Effective July 1, 2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be five thousand dollars (\$5,000).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.

- d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. The employee shall submit their 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.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the department head, on forms provided by the Director of Human Resources.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' 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.

F. Continued Service Requirement

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

6.13 Reserved

6.14 Reserved

6.15 Limited Extra Help Benefits

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

A. Employees appointed to extra-help positions created with the intent that said positions will become full-time regular positions, may, upon approval by the Director of Human Resources, receive up to a maximum of one-year accrual, the following benefits granted full-time permanent and probationary employees:

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as provided in **subsection 5.4** of this MOU

Any leave accrual and service time credits will be calculated on a prorated basis, based on the number of hours the employee worked in the prior 24 months. Requests for credit are the employee's responsibility and must be made within 6 months of appointment into the regular position. Employees will be provided written notification regarding these benefits within 30 days of appointment to a full-time regular position.

B. Employees in extra-help positions which later become full-time regular positions may, upon approval by the Director of Human Resources, retroactively to a maximum of one year, but in no event for work performed prior to July 16, 1969, receive the following benefits granted full-time permanent and probationary employees:

1. Vacation accrual
2. Sick leave accrual
3. Merit increases as provided in **subsection 5.4** of this MOU

The calculation for the benefits in **paragraphs B of this subsection 6.15** will be based on the extra help service rendered three hundred sixty-five (365) days immediately prior to the extra help conversion.

6.16 Uniform Allowance

A. The total annual Uniform Allowance for eligible classifications is as follows:

<u>Class</u>	<u>Maximum</u>
Park Ranger	\$840
Park Ranger Assistant	\$840

New employees shall receive payment of the uniform allowance in biweekly payments. For all other employees, effective July 9, 2023, the uniform allowance shall be paid biweekly.

An employee who is absent from work in an unpaid leave status shall not be eligible for the uniform allowance during the pay period that the employee is in an unpaid leave status.

B. Uniforms and Protective Attire Provided

1. Uniforms

- a. The County agrees to provide, in the following maximum quantities and at the Department Head's discretion shirts shall be of a quality and color and other specifications as determined by the County.

<u>Class</u>	<u>Maximum</u>
Custodian and Lead Custodian	5 smocks, 5 shirts or T-shirts, & 5 pants*
Groundskeeper	5 shirts & 5 T-shirts, & 5 pants*
Senior Public Works Maintenance Worker/Public Works Maintenance Worker/Trainee	5 long sleeved shirts (collared or T-shirts, two of which may be sweat shirts) & 5 short sleeved (collared or T-shirts)
Building Trades Mechanic	5 shirts & 5 pants*
Stationary Engineers	5 shirts & 5 pants*
Senior Stationary Engineers	5 shirts & 5 pants*
Building Maintenance Assistant	5 shirts & 5 pants*
Cogeneration Industrial Engine Mechanic	5 shirts & 5 pants*

* Employees in the classes of Custodian, Lead Custodian, Groundskeeper, Building Trades Mechanic, Stationary Engineers Building Maintenance Assistant and Cogeneration Industrial Engine Mechanic may opt to receive three (3) pairs of bib-overalls in lieu of receiving the five (5) pairs of pants as specified above. Employees may change their election on a biennial basis.

- b. The following classes will be provided one (1) pair of coveralls each:

Building Trades Mechanic
Building Maintenance Assistant
Stationary Engineer
Groundskeeper
Cogeneration Industrial Engine Mechanic

- c. The following classes will be provided two (2) pairs of coveralls each:
Senior Public Works Maintenance Worker
Public Works Maintenance Worker/Trainee
- d. Equipment Mechanics, Equipment Mechanic Assistants, Equipment Service Worker, and Equipment Service Worker Attendant (Senior) shall be provided uniforms that are appropriate to their classification. The County shall provide weekly laundry services at no cost to employee. Each employee may elect eleven (11) shirts and eleven (11) pants, or eleven (11) coveralls.

2. Protective Attire

- a. The County agrees to reimburse Public Works Maintenance Worker/Trainee, Groundskeepers, Equipment Mechanics, Park Rangers, Park Ranger Assistants, Stationary Engineers, Building Trade Mechanics, Building Maintenance Assistants, Senior Public Works Maintenance Workers, Senior Stationary Engineer, and Equipment Service Workers, and Cogeneration Industrial Engine Mechanics up to \$360 over a two year period per employee for the purchase and/or repair of safety boots which must be worn at all times while on duty.

Effective July 1, 2023, the amount shall be increased to two hundred fifty dollars (\$250.00) per fiscal year. All unreimbursed amounts shall remain available for reimbursement through the same fiscal year.

- b. Supervisors shall have the authority to issue or purchase gloves for department employees on an as-needed basis. Such determination of need to be made by the Supervisor under the general guidelines provided by the Department's Division Manager.
- c. Upon request, employees in the Custodian classifications shall receive an annual reimbursement of up to \$125 for the purchase of slip resistant shoes. Effective July 1, 2023, the amount shall be increased to one hundred and seventy-five dollars (\$175.00) per fiscal year. All unreimbursed amounts shall remain available for reimbursement through the same fiscal year. Shoe type shall be subject to departmental approval. Once requested, slip- resistant shoes must be worn at all times while on duty.

- d. The County agrees to provide one light and one heavy weight safety jacket to employees in the classes of Public Works Maintenance Worker/Trainees, Lead Public Works Maintenance Worker, Senior Public Works Maintenance Worker, Groundskeeper, and any Building Trades Mechanic assigned to work at the airport. Color and quality to be selected by management following consultation with the employees. The jackets will be replaced on a case-by-case, as needed basis. It is expected that the employees will wear the safety jackets during periods of cool or inclement weather.

3. Conditions

- a. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.
- b. The County will provide suitable identification to be affixed to the uniform by the employee.
- c. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the appropriate departments.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

The County shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations and provisions of State and Federal Law.

The County agrees to provide such safety equipment and protective clothing as is required to conform to this Section. American National Standards Institute (ANSI) approved safety glasses are considered the basic minimum protective eyewear required for employees engaged in work assignments or in areas with potential eye hazards. Glasses must have a protective side-shield to comply with the ANSI standard for safety glasses. The term "safety glasses" includes both prescription and non-prescription safety glasses, with side shields, which meet the requirements the existing ANSI standard "American National Standard Practice for Occupational and Educational Eye and Face Protection." The side shield includes a device commonly attached to spectacles that provides side exposure protection to the eyes.

The County will provide prescription safety glasses from a County-designated supplier for those employees required to wear them at a maximum cost of three hundred fifty dollars (\$350.00). Lenses will be replaced by said provider when prescription changes occur. Lost or broken prescription glasses will be replaced by the County no more frequently than once

every two years. Alternatively, employees may elect to go to their own optometrist and seek reimbursement for prescription safety glasses, new lenses when prescription changes occur, or replacement of lost or broken prescription glasses, under the same conditions and guidelines detailed above, provided the glasses they choose to purchase meet the same safety guidelines as those provided by the County-designated supplier.

Employees who are furnished safety equipment as required by their jobs are expected to wear/use such equipment whenever performing tasks requiring such use.

7.2 Workers' Compensation

- A. In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code §3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code §4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for their scheduled work days and paid holidays falling during the first three (3) calendar days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to **Section I**, below.
- C. In the event that the County is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with **Section B**, above. Thereafter, an employee shall integrate accrued leave with workers' compensation temporary disability benefits pursuant to **Section I**, below.
- D. The County will continue to pay the employer share of the monthly premium for medical, vision, dental, long-term disability insurance and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from Workers' Compensation for a maximum of nine (9) months.
- E. Sick and annual leave shall accrue during any pay period in which the employee is receiving Workers' Compensation temporary disability.
- F. Sick leave may be used for any medical appointments due to a work-related injury or illness.
- G. Service credit as provided in this Memorandum of Understanding or in the Personnel and Salary Resolution 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.

- H. Workers' compensation 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' pay, including leave accruals and Workers' Compensation temporary disability 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.
 - 3. Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability benefits.
- I. 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 one hundred eighty (180) calendar days, following return to work, after the work-related injury or illness. After one hundred eighty (180) calendar days, sick leave or other accrued leave time must be used.

7.3 Temporary Modified Duty Assignments

- A. If an assignment exists which the department head, in conjunction with the Director of Human Resources, deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department:
 - 1. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and
 - 2. Who has the capability and qualifications to perform the temporary assignment.
- B. The remuneration will be the employee's regular salary.
- C. The employee's department head will determine the assignment and its duration, but the employee shall return to their normal job as soon as released by their treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. Department heads may extend light duty assignments, which are a result of a work-related injury, beyond eighteen (18) weeks, on a case-by-case basis.

- D. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills, and abilities who has been off work the longest period of time without pay.
- E. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

8. INCENTIVES AND DIFFERENTIALS

8.1 Bilingual Pay Differential

- A. Procedures for Requesting the Bilingual Differential Allowance
 - 1. Recommendations for bilingual appointments shall be submitted by the department head to the Human Resources Department and shall include:
 - a. Name and class of each employee recommended for duties requiring bilingual skills.
 - b. A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.
 - c. 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 approve or deny the request. The decision of the Director of Human Resources or their designee shall be final.
- C. **Bilingual Pay Differential Eligibility**
 - 1. Any bilingual person employed in a designated public contact position which has been assigned duties involving regular and frequent use of bilingual skills shall be eligible to receive the additional compensation.
 - 2. Regular and frequent use shall mean using the skill on the average of once per work day 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.
 - 3. Any bilingual employee who has been assigned duties involving the use of bilingual skills (e.g., interpreter) may be eligible to receive the additional compensation.

4. Bilingual pay differential shall be limited to permanent, probationary or limited-term full-time employees.
5. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
6. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Filipino).

D. Bilingual Pay Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of fifteen dollars (\$15.00) per pay period (approximately \$390.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Human Resources Department that the employee is eligible to receive the bilingual differential.

E. Termination of Bilingual Pay Differential

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

- The employee terminates their employment with the County.
- The employee is released from County employment.
- The position is determined to no longer require bilingual skill.
- The employee is assigned to a position not requiring the bilingual ability.

An employee who is 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.

8.2 Call Back and Standby Pay Differential

A. Standby

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.

If an employee is placed on 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 compensated for standby duty and call back

work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

For purposes of this section for workers assigned to General Services 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 evening 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 5:00 p.m. Friday (24 hours).

B. Call Back

Any employee who is called back to work for an emergency or other unplanned/unscheduled event and after the termination of their normal work and after having left the worksite, shall be paid for call back duty at time and one half their hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed minimum payment of three (3) hours straight time pay; however, employees may be granted compensatory time off at the rate of one and one-half hours off for each hour worked with a guaranteed minimum of three (3) hours of compensatory time off in lieu of call back payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of payment (cash or compensatory time off) for the first fifteen (15) hours of call back worked in each fiscal year. CTO accumulated in excess of eighty (80) hours must comply with **Section 20.2** of this MOU.

8.3 Shift Pay Differential

- A. Any employee, who works an assigned swing or graveyard shift, shall in addition to their regular salary, be paid a shift differential for each swing or graveyard shift actually worked.
- B. For purposes of this Section a swing shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 6:00 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 five and one half percent (5.5%) per hour above the employee's hourly rate for each hour actually worked on a swing shift.

2. An employee who works an assigned graveyard shift as defined above shall receive six and three-quarters percent (6.75%) per hour above the employee's hourly rate for each hour actually worked on a graveyard shift.

8.4 Class A California Driver's License

- A. Employees in the following classification are required to have a Class A California Driver's License with an X endorsement. However, subject to any applicable Civil Service rules or regulations, the County will eliminate the Hazardous Waste endorsement requirement (currently part of the X endorsement requirement) for the below-listed classifications; provided that if the County determines that a need exists for a larger number of employees to obtain the Hazardous Waste endorsement than do so voluntarily, the County may reinstate the Hazardous Waste endorsement requirement. Before reinstating the Hazardous Waste endorsement, the County will meet with the Union at least twenty-one (21) days prior and will make every effort to resolve any hardships that reinstatement might present for the impacted classifications. After such meeting, the County may reinstate the Hazardous Waste endorsement. For employees in the listed classifications who elect to obtain the Hazardous Waste endorsement voluntarily, subsections C and D below will continue to apply. All other components of the X endorsement will continue to be required.
 1. Public Works Maintenance Worker
 2. Senior Public Works maintenance Worker
- B. Public Works Trainees shall be required to obtain a Class A Driver's license with and X endorsement within six (6) months of appointment before promotion to Public Works Maintenance Worker; provided that the terms of subsection 2 above concerning the elimination, subsequent voluntary acquisition, and possible reinstatement of the Hazardous waste endorsement will also apply to the Public Works Trainee classification.
- C. Solano County will reimburse all cost of testing, examining obtaining physical examinations and licensing for all employees who are required to have a Class A Driver's license with and X endorsement, including federal fees payable for a Hazardous Materials (HazMat) endorsement. Physical examination cost must be comparable to the actual cost for similar testing and examination done by the County's Clinic. It will be by mutual agreement of the parties whether the employee shall receive a physical from the county or their own personal physician. However, the County may direct employees to use county facilities if it is the lowest cost alternative and the employee is unwilling to pay the difference in cost.
- D. The County will provide up to thirty-two (32) hours on-the-job training to prepare employees to obtain their Class A license and/or X endorsement. Such training will be provided on County time on an individual, as needed basis by County staff. The length of training will be by mutual agreement of the employee and supervisor, not to exceed (32) total training hours.

- E. Current employees will be permitted to take physical exams, practice and take licensing test for their class A license and X endorsements during working hours at their regular rate of pay.
- F. The County will provide visible identification on all vehicles, which require other than a Class C license to operate, indicating what type of license and endorsement is required to operate the vehicle.

8.5 Reserved for Expansion

8.6 Fire Life Safety Certificate

The parties acknowledge that presently one represented bargaining unit member possesses a Fire Life Safety Certificate and that the County finds it advantageous for an employee to possess this certificate. The County agrees to pay the cost for one (1) employee's Fire Life Safety certification (or recertification) on each occasion that (re)certification is required; however, the County is not obligated to pay any certificate cost when at least one represented bargaining unit member possesses the Fire Life Safety Certificate.

8.7 Qualified Application Certificate (QAC)

This subsection will apply to employees in the classification series of Public Works Maintenance Worker, Airport Maintenance Worker, Groundskeeper, and Park Ranger that are approved by their supervisor and/or manager for the Qualified Applicator Certificate (QAC).

- A. The County will pay:
 - 1. The initial application and renewal fees required for a QAC.
 - 2. Examination fees associated with initial and one reexamination fee for Laws and Regulations, Right-of-Way pest category, and Aquatic pest category.
 - 3. Fees associated with the accumulation of no less than twenty (20) hours of Approved Continuing Education every two (2) years before certificate renewal, four (4) hours must cover the topic of pesticide laws and Regulations. Evidence of successful completion of the course must be submitted.
 - 4. Fees Associated with membership in the Pesticide Applicators Professional Association (PAPA).
 - 5. Employees taking courses which encroach on their regular scheduled working hours shall be entitled to continuing education time.

8.8 Qualified Applicators Certificate (QAC) Incentive Pay

Employees in the classifications series of Groundskeeper, Park Ranger, Public Works Maintenance Worker, and Airport Maintenance Worker who possess a State of California Qualified Applicators Certificate who are regularly assigned duties consistent with the use of such certification will receive a 1.5% pay differential for possession of such certificate.

For incentive pay to continue, the employee must continuously maintain a valid certification and be assigned duties consistent with the use of such certification.

8.9 Qualified Applicators License Assignment Pay

A Groundskeeper who possesses a State of California Qualified Applicators License and is assigned in writing to regularly perform duties consistent with the use of such license will receive a 4% pay differential for the possession and use of such license.

For this assignment pay to continue, the employee must continuously maintain a valid license.

8.10 Stationary Engineers at Cogeneration Plant Differential Pay

Any employee in the class of Stationary Engineer who is assigned to perform regular back-up duty at Solano County's cogeneration plant shall be paid a 5% differential on their salary. Such assignment shall be made in writing by the Appointing Authority and will be processed via an electronic Personnel Action Request (ePAR).

8.11 Equipment Mechanics Incentive Pay

A. Employees in the class of Equipment Mechanic will become eligible for incentive pay up to a maximum of 4% for Automotive Service Excellence (ASE) certification as listed below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

Automotive Service Excellence (ASE) Certification Incentive pay shall be paid at the rate of 0.5% for each category listed below, up to a maximum of 4%.

- Engine Repair (Test A1)
- Automatic Transmission/Transaxle (Test A2)
- Manual Drive Train and Axles (Test A3)
- Suspension and Steering (Test A4)
- Brakes (Test A5)
- Electrical/Electronic Systems (Test A6)
- Heating and Air Conditioning (Test A7)
- Engine Performance (Test (A8)
- Diesel Engines (Test T2)
- Drive Trains (Test T3)
- Brakes (Test T4)

- Suspension and Steering (Test T5)
- Electrical/Electronic Systems (Test T6)
- Heating, Ventilation, and Air Conditioning (Test T7)
- Preventive Maintenance and Inspection (Test T8)
- Electronic Diesel Engine Diagnosis Specialist (Test L2)

For the incentive pay to continue, the employee must continuously maintain valid certification.

- B. One (1) Equipment Mechanic, at the discretion of the appointing authority, shall be eligible for incentive pay of 0.5%. Eligibility will be determined upon submission of evidence of a valid welding certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification.

8.12 Jail Differential

Employees in a Building Maintenance Assistant classification, Building Trades Mechanic classification (series) or Stationary Engineer classification (series) assigned to a County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a two and one-half percent (2.5%) pay differential for each hour, or portion thereof, worked in the adult detention facility/jail.

Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following 10/21/2022, whichever is later, employees in a Building Maintenance Assistant classification, Building Trades Mechanic classification (series) or Stationary Engineer classification (series) assigned to the County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a five percent (5%) pay differential for each hour, or portion thereof, worked in the adult detention facility/jail.

Employees working in the Building Trades Mechanic classification that are allocated to work in the Sheriff's Office will receive a five percent (5%) pay differential. The percentage of jail differential paid to the Building Trade Mechanic classification is based on the allocation of the position (i.e. General Services or Sheriff's Office) and only one (1) jail differential may be received.

8.13 Stationary Engineer and Industrial Engine Mechanic Education Pay

As set forth below, any employee identified below will be eligible for incentive pay up to a cumulative maximum of five percent (5%) upon successful completion of the following courses (above regular user operator level).

- A. Stationary Engineer/Industrial Engine Mechanic at Cogeneration Plant

1. Employees in the class of Senior Stationary Engineer, Stationary Engineer, and Industrial Engine Mechanic assigned to work at the County's Cogeneration Facility are eligible.
2. The course must be an advanced training course that pertains to the Engine/Load Controls Systems currently used at the County's Cogeneration Facility (e.g., ComAp, MotorTech, other related systems, etc.), as determined in the County's discretion.
3. Eligibility for the incentive pay will be determined upon submission of satisfactory evidence to the Appointing Authority, or designee, of successfully completing the course.
4. Each course is eligible for incentive pay of one percent (1%).
5. The County may pay for the trainings.
6. At the discretion of the Appointing Authority employee may attend the course(s) during employee's scheduled work time.

B. Stationary Engineers – Building Control Systems

1. Employees in the classes of Senior Stationary Engineer and Stationary Engineer are eligible, including Senior Stationary Engineers and Stationary Engineers assigned at the County's Cogeneration Facility.
2. The course must be an advanced training course that pertains to maintenance, operation, repair, back-up and programming the County's Building Management Systems (BMS) currently used in County facilities.
3. The following courses are eligible for this incentive pay:
 - a. Tridium Niagara Certification;
 - b. Johnson Facility (FX) Supervisory Controller Engineering Course;
 - c. Any manufacturer-specific course similar in nature, as determined in the County's discretion.
4. Each course is eligible for incentive pay of two and one-half percent (2.5%).
5. Eligibility for the incentive pay will be determined upon submission of satisfactory evidence to the Appointing Authority of successfully completing the course(s).
6. The County may pay for the trainings.

7. At the discretion of the Appointing Authority employee may attend the course during employee's scheduled work time.

9. VACATION

- 9.1. 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 of Continuous Service	Per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 through 78 pay periods	3.08 hours	160 hours
79 through 260 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

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

- 9.2. Part-time regular or limited-term employees shall accrue vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position 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. The number of hours of entitlement for vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.

- 9.3. 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.

Vacation time taken, shall not be counted as time worked for purposes of overtime computation.

- 9.4. Employees who are terminating their employment for reasons other than paid County retirement, shall not use vacation leave or comp time as their termination date.

- 9.5.

- A. Generally, employees do not become eligible to take their earned vacation accruals until after completion of thirteen (13) pay periods of continuous

service. Employees then become eligible to use their vacation accruals as it is earned.

- B. Employees who are required, by their department head, to work a modified schedule (i.e., 9/80, 4/10), may use vacation accruals prior to completion of thirteen (13) pay periods of continuous service, in order to make up the difference between the holiday hours received and the employee's regularly scheduled work day, in order to ensure the employee is not docked pay as a result of the holiday.
- C. Once an employee becomes eligible to take earned vacation, they may use their vacation accruals as an extension of sick leave.

- 9.6 Each department head shall be responsible for scheduling the vacations of their employees in such a manner as to achieve the most efficient functioning of the department and of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of their paid vacation from County service.
- 9.7 Any person separating from County service who has not taken their earned vacation, if any, shall receive the hourly equivalent of their salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such 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 earned (accrued) vacation. When separation is caused by death of an employee, payment shall be made to the beneficiary, if designated, or to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- 9.8 A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.
- 9.9 If the department head does not with fourteen (14) calendar days' notice provide a specific time for the use of vacation leave, an employee may, as a matter of right, give written notice to the department head and take up to eighty (80) hours.

10. SICK LEAVE

- A. An employee who enters the service of Solano County in a regular or limited-term position, shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which

case, the first day of sick leave accrual shall date from the first of the pay period in which the service began.

- B. Every employee holding a regular or limited-term full-time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which they are absent without authorization or in which they are absent without pay for more than sixteen (16) working hours. During the pay period in which a leave-of-absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundredth of an hour.
- C. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship their basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which they are absent without pay more than sixteen (16) working hours. The number of hours of sick leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such accruals were earned as a full-time employee. No part-time employee shall earn sick leave accruals during a pay period in which they are absent without pay more than fifteen percent (15%) of the scheduled working hours for that position.
- D. Not 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 their immediate family.
- E. Sick leave shall 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. Sick leave shall not be counted as time worked for purposes of overtime computation.
- F. No County employee shall be entitled to sick leave while absent from duty on account of the following causes:
 - 1. Sickness or disability sustained while on leave-of-absence without pay.
 - 2. Ordinary tiredness or restlessness.
- G. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds or CalPERS regular or disability retirement, 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**).

- H. Employees who terminate for reasons of CalPERS regular or disability retirement shall have their unused sick leave paid into a County sponsored Retiree Health Savings Plan.
- I. For the purposes of this Section, a member of the immediate family is construed to mean the grandparent, mother, father, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother or sister of the employee, grandchild, minor child for whom the employee has legal custody.
- J. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
- A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of their child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- K. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the County or where the injury or illness is caused by the employee's serious and willful misconduct, as such terms are defined and interpreted under the Workers' Compensation and Safety Act.

11. LEAVE CONTRIBUTION PROGRAM

The Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The Program allows other employees to donate time to the affected employee so that the employee can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, condition or circumstance.

11.1 Eligibility for Leave Contribution Program

To be eligible for this benefit, the receiving employee must:

- A. Be a regular full-time or regular part-time employee who has passed their initial County probationary period,
- B. Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the eighty (80) hours of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off,
- C. Be unable to return to work for at least 30 days, and
- D. Have applied and received approval for a Leave of Absence Without Pay (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 time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. As long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Director of Human Resources, the total leave credits may be extended on a case by case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual 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 of Leave Credits

- A. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any permanent full or permanent part-time employee who has completed their initial County probationary period.
- B. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours.
- C. Initial leave time donations must be a minimum of eight (8) hours and thereafter, in four (4) hour increments. An employee cannot donate leave hours which would reduce their vacation balance to less than forty (40) hours.
- D. The use of donated leave hours will 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 will remain with that employee.
- F. In accordance with Internal Revenue Service Ruling 90-29, leave donated for medical reasons will not be considered wages for the employee who donates. It will not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

12. BEREAVEMENT LEAVE

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

- natural, step, adoptive parents and grandparents of the employee;
- a person acting in loco parentis to the employee;
- natural, step, current foster, adopted children and grandchildren of the employee;
- natural and step siblings of the employee;
- present spouse/domestic partner 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 partner of the employee's natural siblings;
- present spouse/domestic partner of the employee's children.

Such leave shall be a maximum of forty (40) hours within seven (7) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be pro-rated for part-time employees based upon the number of hours worked (for example, a half-time employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstances may request vacation or other appropriate leaves which may or may not be granted at the sole discretion of the department head.

As used in this section, the definition of a child shall include a child in utero.

13. OTHER LEAVES

13.1 Maternity Leave

Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. A female employee may use any accrued paid leave time or leave without pay for up to four (4) months in connection with the birth of a child. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

13.2 Family and Medical Leave

The County recognizes its obligations to employees who meet the eligibility requirements of the Federal Family and Medical Leave Act and the California Family Rights Act.

13.3 Jury Duty

- A. Any permanent or probationary employee ordered to appear as a witness in court other than as a litigant, to time served on jury duty or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to their regular County pay provided the employee deposits their fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty.
- B. 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 of the summons document. Jury duty is not considered as time worked for purposes of overtime compensation.
- C. Employees assigned to swing shift shall not be required to be on jury duty and at work more than a combined total of their regularly scheduled number of work hours.
- D. Employees assigned to graveyard shift shall not be required to report to work that evening if they were committed for jury duty on that day and time served on jury duty past 12:00 noon. An employee assigned to the graveyard shift, which shift starts at 12:00 a.m. shall not be required to report to work for that shift if they served on jury duty past 12:00 noon the day before.

- E. Verification of release time from jury duty is required.

13.4 Time Off for Blood Donation

Employees will be allowed to take the last two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. The employee will be required to provide proof that they did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any three (3) months period. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate department supervisor.

13.5 Time Off for Promotional Examinations

If an exam is given during an employee's normal working hours, the employees represented in this unit and in the classified service 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 (7th) 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 due 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 to 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 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 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 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 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 Pav+ M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay equals eighteen (18) months.
5. 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.

6. 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, 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 to complete the balance of 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. A leave-of-absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave-of-absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
- B. Any permanent or probationary employee may be granted a leave-of-absence without pay in excess of thirty (30) calendar days upon their written request and the recommendation of their department head to the Director of Human Resources, and only upon the exhaustion of all other appropriate leave balances. Requests for leave-of-absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the requests, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by their department head or the department head's designee. The department head/designee shall indicate on the request form their recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
- C. A leave-of-absence without pay either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor-Controller for appropriate action.
- D. 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, provided 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 shall be promptly notified at the return of any employee from a leave-of-absence without pay.
- E. Neither leave accruals nor benefits shall accrue while an employee is on leave-of-absence without pay.
- F. Immediately prior to or at the time of return from leave-of-absence to active duty the employee may be required by their department head to submit a statement from their physician certifying as to their physical and/or mental ability to resume the duties of their position.
- G. Whenever an employee has been granted a leave-of-absence without pay and desires to return before expiration of such leave, the department head may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- H. A leave-of-absence may be revoked by the Civil Service Commission upon evidence submitted by the department head that the cause for granting leave was misrepresented or has ceased to exist.

- I. Failure to return at the expiration of a leave-of-absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her their absence within three (3) days of the date his/her their automatic resignation became effective.
- J. A leave-of-absence without pay may be granted for any of the following reasons:
 - 1. Illness or disability
 - 2. Pregnancy
 - 3. To take a course of study which will increase the employee's usefulness on return to their position.
 - 4. For other reasons acceptable to the department head and/or the Director of Human Resources.

14. HOLIDAYS

A. Eligibility

- 1. Only permanent, probationary and limited-term employees shall be eligible for paid holidays.
- 2. An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.
- 3. An employee who is terminating their employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if their last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- 4. A part-time employee shall receive those paid holidays on the same basis as their basic workweek relates to forty (40) hours, regardless of work schedule.

B. Fixed Paid Holidays

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 25th	Christmas Day

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

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

December 24th Christmas Eve Day (beginning at 1:00 p.m.)

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

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

C. Other Paid Holidays

1. Two (2) paid floating holiday in each calendar year. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or their designee. The holiday may be taken at any time during the calendar year, but must be taken within the calendar year.
2. Special or limited holidays appointed by the President or Governor.
3. Such other days in lieu of holidays as the Board of Supervisors may determine.

D. Holiday Compensation

1. Any employee who is required to work on a fixed paid holiday, which is part of their regular workweek shall be entitled to holiday compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off, falls on a paid holiday, shall be entitled to eight (8) hours of holiday compensatory time. 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. Departments shall make every effort to schedule the time off within the fiscal year it was accrued.

2. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in **Section 20.2(C)(6)** of this Memorandum of Understanding.
3. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.

15. PROBATIONARY PERIOD

15.1 Probationary Period

- A. 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.
- B. All full-time employees who transfer from one department to another shall serve a probationary period of twenty-six (26) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26th) pay period.
- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- D. The probationary period may exceed twenty-six (26) bi-weekly pay periods of active duty when the extension is by mutual agreement between the probationer, appointing authority, and the Director of Human Resources. The probationary period extension shall not exceed thirteen (13) bi-weekly pay periods.
- E. 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 during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- F. There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary grade for the class in which they are employed.
- G. Two (2) pay periods prior to the end of an employee's probation period, the department head shall be advised in writing that the employee's probation period is coming to an end. The department head shall advise the Director of Human Resources in writing, prior to the end of the employee's probation period whether they wish to grant permanent status to the employee or terminate the employee's

services. This recommendation will be supplemented by a formalized merit rating, which shall be discussed with the employee. The probation period may not be extended except as provided in D above, and an employee who is permitted by the employee's department head to work beyond the end of the probation period shall be deemed to have passed the employee's probation period.

- H. New and re-employed employees who have not completed their initial probationary period are eligible for promotional examinations. They are not eligible to transfer from one department to another unless the allocated position occupied by that employee is transferred to another department.

15.2 Rejection of Employee During the Probationary Period

- A. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with **Section 18, Disciplinary Action**, of this Memorandum of Understanding.
- B. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which they have been promoted or transferred shall have the right of appeal in accordance with **Section 18, Disciplinary Action**, of this Memorandum of Understanding.
- C. An employee rejected during the probation period from a position to which they had been promoted or transferred may be restored to their former position. Such restoration is not mandatory, but is optional at the discretion of the department head of the position to be retreated to, within the limits of available authorized positions.
- D. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) 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 the employee would have been entitled if the promotion had not occurred.
- E. If an employee cannot be restored to the former class,
 - 1. 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 class is in the same representation unit as the former class;

- c. The employee meets the minimum qualifications for the class; the salary grade for the class does not exceed the grade of the class held immediately prior to promotion;
 - d. The Director of Human Resources concurs with the appointment.
- 2. The employee will serve a new probationary period.
 - 3. The employee's name will be placed on the current or continuous eligible list for that 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 eligible list is abolished.

16. LAYOFFS

- A. Employees who are laid off and subsequently rehired within a 90 calendar day period following the effective date of their layoff will be considered as having served continuously in County service for purposes of seniority and annual leave accrual. During this 90 calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this 90-day period, or if a laid off employee relinquishes all reemployment rights with the County within this 90-day period, such employee shall be entitled to payoff of earned benefits as provided in the Memorandum of Understanding between Stationary Engineers, Local 39, and the County.
- B. The County will preferentially certify laid off employees to vacant positions for a period of 90 days following the effective date of their layoff provided they meet the minimum qualifications for such vacant positions excluding, however, vacant positions in lead, senior, or higher classifications (i.e., positions above the journeyman level).
- C. Twenty-Four (24) Months Continuous Service

An employee who has completed their probationary period is laid off, and subsequently reemployed in the same class in the same series, within twenty-four (24) months, by approval of the Director of Human Resources or their designee, will have continuous service credited to them for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

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 Union 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 CTO hours which may be taken on another day.

17.8 Treatment of Deferred Hours at the End of the Fiscal year

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

17.9 Terminating Employees

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

17.10 Effects of Furlough

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on **Appendix 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, or reduction of salary within range which is filed in the employee's personnel history file in the Human Resources Department.

18.2 Disciplinary Action Procedure

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

- A. A description of the proposed action to be taken;
- B. 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;
- C. A clear and concise statement of the reasons for the proposed action;
- D. A copy of the materials upon which the action is based; and,
- E. 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.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or their 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 their choosing at the meeting.

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 of salary to the Civil Service Commission or file an appeal as defined below. Appeal to the Civil Service Commission, must be filed in writing within ten (10) calendar 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 by the employee or their union representative 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 employee who has appealed 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. 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.

18.5 Appeal to Arbitration

If the disciplinary action appeal is not resolved in the appeal to mediation, the Union may require that the appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union 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 Union 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 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 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, make recommendations on or decide any disciplinary appeal unless it falls within the scope of discipline that is subject to appeal as set forth in section **18.3, Disciplinary Action Appeal Process**, of this Memorandum of Understanding.
- C. No proposal to add to, modify, amend or terminate this Memorandum of Understanding may be referred to or be a subject of 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 at the Director's appellate level, or the parties at any step of the appeal process, 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.

19. GRIEVANCES

19.1 Grievance Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Grievances must be filed within ten (10) calendar days of the grievable incident or occurrence.

19.2 Grievance Purpose

The purposes of this procedure are:

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

19.3 Grievance Steps

Step 1. Informal Discussion

Any employee who believes that they have a grievance shall discuss their complaint with their immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

Step 2. Department Head and/or the Designated Representative

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or their designee. The department head or their designated representative will meet with the grievant and their Union representative and shall provide a written response to the grievance within twenty-one (21) calendar days of having received it.

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 their 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

The Union may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Human Resources Director or their designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 or 5 below 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 grievant be scheduled for mediation.

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 Mediation and Conciliation Service.

Step 5. Arbitration

If the grievance is not resolved at Step 4, the Union 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 their 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 Union 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 shall be made in writing within twenty-one (21) calendar days following the completion of mediation.

19.4 Grievance Timelines

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 Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance.
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and 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 under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

19.6 Compensation Complaints

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

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

19.7 County Code and Civil Service Commission

- A. The provisions of the Grievance Procedure shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner which would abrogate any power which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **subsection 19.3** above shall be taken unless it is determined that the employee is not availing themselves of such option.
- C. No action under **subsection 19.3** above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- D. If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

20. HOURS OF WORK AND OVERTIME

20.1 Hours of Work

A. Work Day

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the Department, each work day shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the work day. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

B. Workweek

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) work days of eight (8) hours work each. However, department heads may establish workweek schedules which differ from the normal schedule, upon recommendation of the County Administrator and approval by the

Board of Supervisors. It shall be the duty of each department head to arrange the work of their department so that each employee therein shall work not more than forty (40) hours in any workweek; except, that a department head may require any employee of their department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires. The department head may, on approval of the Board of Supervisors, implement a modified workweek (i.e., 4/10 or 9/80). Prior to implementation, the County will meet and confer with the Union.

C. Rest Periods

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

20.2 Overtime

A. Overtime Work Defined

1. For employees exempt from FLSA, overtime work shall be defined as all work specifically authorized by the department head that is performed in excess of forty (40) hours per week.
2. Off duty time spent as a witness in court in connection with regular duties as a County employee shall be considered overtime, except as may otherwise be provided in this Memorandum of Understanding.
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. All employees "covered" under FLSA shall be paid for all time worked beyond the maximum allowable for appropriately assigned work periods at one and one-half times their regular rate of pay.

B. Application of Overtime

1. If, in the judgment of a department head, work beyond the official forty (40) hour workweek is required, they may order such overtime work. This overtime work will be compensated for as provided in this Section. The County Administrator may require department heads to obtain their approval prior to ordering overtime work by an employee in excess of eighty (80) hours in a fiscal year.

2. 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 taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
3. 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.
4. 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.
5. A sign-up list will be posted at the end of each workweek in each of the Transportation Services Department's yards on which individual employees may indicate their availability to work overtime the following week.
 - a. In the event overtime work is required, the appointing authority or their representative shall first offer such overtime to those employees who have volunteered by signing the overtime list, who are qualified to perform the overtime work involved.
 - b. In the event that an insufficient number of qualified employees volunteer to work the required overtime, the appointing authority shall require those qualified employees with the least amount of seniority to work such overtime.
 - c. The foregoing provisions regarding overtime work shall not apply to emergency callbacks in the Transportation Services Department.
 - d. In the other departments and divisions of the County where overtime work is required, the County will make every reasonable effort to assure that the opportunity to work overtime is made available on an equitable basis amongst all qualified employees.

C. Overtime Payment

1. The Board of Supervisors, by minute order, shall adopt a list of employees by classification who are assigned overtime codes (e.g., 01, 02, 03, 04, 05, 06, etc.).
2. Employees covered under FLSA (designated as 09) shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay, however, employees may be granted CTO at the rate of one and one-half hours off for each hour worked in lieu of.
3. Overtime payment with the concurrence of the appropriate departmental authority. Compensatory time off, shall be approved at the sole discretion of the department head. Time off on recognized fixed County holidays shall be considered time worked for overtime calculation purposes.
4. Payment for overtime shall be separately itemized on the payroll certification.
5. Any CTO accumulation in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the department head is unable to schedule sufficient time off during the fiscal year, the employee's accrual balance shall be reduced to eighty (80) hours prior to the end of the next fiscal year and the employee paid for all hours reduced from their balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.
6. Compensatory time off taken by an employee shall be counted as time worked for purposes of overtime computation.
7. When an 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 workloads, 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 this Section.

D. Distribution of Overtime

1. Scheduled overtime shall be distributed fairly among represented employees in the Department of General Services insofar as operational circumstances permit.
2. Overtime usage reports will be provided to the union on a quarterly basis.

21. NO STRIKE / NO LOCKOUT

The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal

to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties during the term of this Memorandum of Understanding.

The County agrees not to engage in any lockout 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 agreement 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 Mileage Reimbursement

A. Amount of Reimbursement

Employees who are authorized and use personal automobiles, vans, or trucks on official County business shall be eligible for reimbursement for such use based upon a flat rate per mile of County business use in accordance with the IRS Rate. The deductible amount, not covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, 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 reimbursable. Claims for deductible reimbursements shall be documented. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. Claims

Each employee who wishes reimbursement for the authorized use of a personal vehicle on County business shall file a claim with 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 side trips or travel miles taken for reasons of personal business or other non-County business activities.
4. In those cases, where an employee drives directly from their normal place 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 normal work site assignment in Fairfield, who drives to Sacramento and back home on County business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a normal work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. Evidence of Insurance

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

Suggested Coverage:

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

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

22.3 Reserved for Expansion

22.4 Conflict of Interest

County employees shall not engage in any activity which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform 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 a conflict of interest. The department head shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten working days from the date the department head received notice of the proposed activity.

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

The official personal history 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 and any electronic Personnel Action Requests ("ePAR's) 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 copy of any performance reviews, written reprimands, commendations or disciplinary actions placed in the employee's personal history file will be provided to the employee by the employee's department at the time the material is sent to Human Resources for placement in the official file. Any additional copies of documents from the employee's personal history file may be subject to reasonable charges in accordance with Human Resources Department and County policy. The employee may respond in writing through their department head to documents placed in the file. This response will be filed with the original document.

22.6 Joint Labor Management Committee on Custodial Workload

In order to improve labor management relations between custodial management and staff, the parties agree to convene a Joint Labor Management Committee. The County and the Union shall each be entitled to a maximum of four (4) representatives. The County and the Union shall select their own representatives. The Union shall endeavor to select committee members from different worksites. Management reserves the right to deny release requests for committee members to attend based on operational needs. Upon mutual agreement, subject matter experts may be invited to attend the meetings. Committee members and employee subject matter experts shall serve without loss of compensation during the committee members' and employee subject matter experts' regularly scheduled work hours.

The Committee shall meet at a minimum of at least once per quarter, unless waived/cancelled by mutual agreement. The parties shall endeavor to agree on an agenda for each meeting at least one week in advance.

The committee shall discuss and make recommendations on the following custodial matters:

1. Workload
2. Staffing
3. Training
4. Rotation of Assignments
5. Shift Changes

Any recommendations for changes within the scope of representation will be referred to the formal meet and confer process at the union's request.

The purpose of the committee is to provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments.

This article is advisory only. The Committee will not discuss issues related to discipline, grievances, individual performance issues or current negotiations.

23. SEVERABILITY

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

24. FULL UNDERSTANDING

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

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:

FOR SOLANO COUNTY

Charmie Junn 12/2/22
Charmie Junn Date
Human Resources Director

Burke Dunphy 1/24/23
Burke Dunphy Date
Business Representative / Chief Negotiator

Charles Bower 2/6/23
Charles Bower Date
Public Works Operations Manager

Dustin Leno 1/26/23
Dustin Leno Date
Assistant Director of General Services

Jason Alvarez 1/26/23
Jason Alvarez Date
Facilities Operations Manager

Melaniece Lovejoy 1/26/23
Melaniece Lovejoy Date
Human Resources Analyst

FOR THE UNION

Jeff Gladieux
Jeff Gladieux Date
President

Bart Florence 11/14/22
Bart Florence Date
Business Manager

Brandy Johnson 11/4/2022
Brandy Johnson Date
Director of Public Employees

Stan Eichenberger 10/19/22
Stan Eichenberger Date
Business Representative / Chief Negotiator

Diana Samuels 10-24-22
Diana Samuels Date
Negotiations Team Member

John Gutierrez 10/24/22
John Gutierrez Date
Negotiations Team Member

Gabriel Gonzales 10/24/22
Gabriel Gonzales Date
Negotiations Team Member

Justin Miller 10/24/22
Justin Miller Date
Negotiations Team Member

Jeff Eichenberger 10/24/22
Jeff Eichenberger Date
Negotiations Team Member

Jason Packer 10/24/22
Jason Packer Date
Negotiations Team Member

APPENDIX A – Classification Listing

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

Airport Maintenance Worker
Building Maintenance Assistant
Building Trades Mechanic
Building Trades Mechanic (Senior)
Capital Projects Coordinator
Cogeneration Industrial Engine Mechanic
Custodian
Custodian (Lead)
Equipment Mechanic
Equipment Mechanic Assistant
Equipment Services Worker
Groundskeeper
Park Ranger
Park Ranger Assistant
Public Works Maintenance Worker (Lead)
Public Works Maintenance Worker (Senior)
Public Works Maintenance Worker
Public Works Trainee
Stationary Engineer
Stationary Engineer (Senior)

APPENDIX B – Salary Schedule

- The present approximate monthly pay rates for represented classifications are:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Airport Maintenance Worker	4,495.84	4,720.63	4,956.66	5,204.49	5,464.72
Building Maintenance Assistant	3,898.62	4,093.55	4,298.23	4,513.14	4,738.82
Building Trades Mechanic	6,020.62	6,321.66	6,637.73	6,969.63	7,318.12
Building Trades Mechanic (Sr)	6,618.40	6,949.33	7,296.78	7,661.64	8,044.72
Capital Projects Coordinator	6,492.78	6,817.42	7,158.29	7,516.22	7,892.02
Cogen Industrl Engine Mechanic	6,872.51	7,216.13	7,576.94	7,955.79	8,353.58
Custodian	3,645.26	3,827.51	4,018.90	4,219.82	4,430.83
Custodian (Lead)	4,010.29	4,210.80	4,421.34	4,642.41	4,874.53
Equipment Mechanic	5,644.59	5,926.81	6,223.16	6,534.32	6,861.04
Equipment Mechanic Asst	4,667.93	4,901.32	5,146.39	5,403.70	5,673.89
Equipment Service Worker	3,402.90	3,573.06	3,751.69	3,939.23	4,136.24
Groundskeeper	4,395.39	4,615.17	4,845.92	5,088.20	5,342.63
Park Ranger	5,302.60	5,567.75	5,846.12	6,138.44	6,445.35
Park Ranger Assistant	4,074.33	4,278.06	4,491.95	4,716.54	4,952.36
Public Works Maint Wkr (Lead)	5,885.97	6,180.29	6,489.30	6,813.74	7,154.45
Public Works Maint Wkr(Senior)	5,353.66	5,621.34	5,902.41	6,197.50	6,507.39
Public Works Maintenance Wkr	4,866.96	5,110.31	5,365.82	5,634.13	5,915.84
Public Works Trainee	3,898.62	4,093.55	4,298.23	4,513.14	4,738.82
Stationary Engineer	6,560.14	6,888.13	7,232.56	7,594.18	7,973.88
Stationary Engineer (Senior)	7,216.15	7,576.92	7,955.77	8,353.58	8,771.24

- Effective the latter of October 21, 2022 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by five percent (5%) of the base wage rates in effect the day before such increase takes effect.
- Effective the beginning of the twenty-sixth (26th) pay period, following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by four percent (4%) of the base wage rates in effect the day before such increase takes effect.
- Effective the beginning of the twenty-sixth (26th) pay period, following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by three percent (3%) of the base wage rates in effect the day before such increase takes effect.

APPENDIX C – NOT IN USE

APPENDIX D – PERS Retirement Enhancement

Agreement between the County of Solano

and

Stationary Operating Engineers, Local #39, Unit 10

Regarding CalPERS 2.7% @ 55

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

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

- 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 – PERS Retirement Enhancement
(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	2320
Average monthly salary	\$4,074
Average per pay period gross salary	\$1,880
Average Annual Gross Salary	\$48,888
Total Annual Payroll	\$113,420,160
Formula for Employee Share	Amount
Annual amt of pay back = Total cost divided by 20 years	\$3,751,823
Annual per employee pay back = Divide annual amount of payback by the avg. number of employees for the previous year	\$1,617.16
Avg. pay back per employee per pay period = Divide the annual per employee payback by number of pay periods	\$62.20
Percentage of gross per pay period salary deducted from each eligible employee = Divide the avg. pay back per employee per pay period by the avg. per pay period gross salary	3.31%

APPENDIX E – Effects of Furloughs

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

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

Situation	Result	Comments
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 IUOE – Stationary Engineers, Local 39
Unit #10

Inflation Supplement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and IUOE – Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10 – Skilled Craft and Service Maintenance. Collectively, County and Union are hereinafter referred to as "the parties."

As an additional recognition for employees earning \$85,000 or less in annual base salary, the County will provide an inflation supplement of eight hundred fifty dollars (\$850.00) in the second pay period of November 2023. To qualify for this one-time lump sum bonus, employees must be (1) employed by the County and earning an annual base salary of less than \$85,000 on October 1, 2022, and (2) remain continuously employed by the County through the second pay period in November 2023.

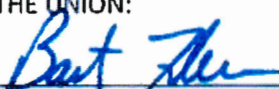
FOR THE COUNTY:



Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:



Bart Florence
Business Manager

Date: 11/14/22



Brandy Johnson
Director of Public Employees

Date: 11/4/2022



Stan Eichenberger
Business Representative / Chief Negotiator

Date: 10/21/22

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and IUOE – Stationary Engineers, Local 39
Unit #10

Comparable Counties and Cities

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and IUOE – Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10 – Skilled Craft and Service Maintenance. Collectively, County and Union are hereinafter referred to as "the parties."

The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total comp.) studies. The Union has proposed to alter this list of comparable counties and cities. The County recognizes that its list of comparable counties/cities has not changed since 2008 and that the County will relook at its comparable counties/cities by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable counties/cities used for all future classification and/or compensation studies.

Prior to negotiations over a successor memorandum of agreement, the County intends to perform a total compensation survey of the following classifications:

- Custodian
- Equipment Mechanic
- Public Works Maintenance Worker
- Stationary Engineer

The County will provide that study to Unit 10 no later than June 30, 2025. Unit 10 may perform its own total compensation survey and will provide that to the County prior to June 30, 2025.

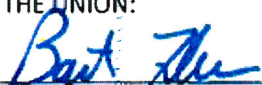
FOR THE COUNTY:



Charmie Junn
Director of Human Resources

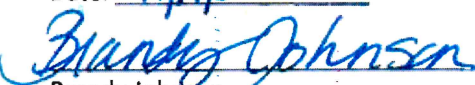
Date: 12/1/22

FOR THE UNION:



Bart Florence
Business Manager

Date: 11/14/22



Brandy Johnson
Director of Public Employees

Date: 14/4/2022



Stan Eichenberger
Business Representative / Chief Negotiator

Date: 10/19/22

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and IUOE – Stationary Engineers, Local 39
Unit #10

Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and IUOE – Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10. Collectively, County and Union are hereinafter referred to as "the parties."

In an effort to retain employees and recognize the work performed by unit members, the County shall provide a one-time bonus in the amount of one thousand five hundred dollars (\$1,500) to all bargaining unit employees as of September 4, 2022. A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The payment shall be made on the last pay day of November 2022.

FOR THE COUNTY:



Charmie Junn
Director of Human Resources


Date: 12/1/22

FOR THE UNION:




Bart Florence
Business Manager

Date: 11/14/22



Brandy Johnson
Director of Public Employees

Date: 11/4/2022



Stan Eichenberger
Business Representative / Chief Negotiator

Date: 10/19/22

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and IUOE – Stationary Engineers, Local 39
Unit #10


Pay Parity

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and IUOE – Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10 – Skilled Craft and Service Maintenance. Collectively, County and Union are hereinafter referred to as "the parties."

The parties agree that if any other bargaining unit represented by a union/association receives a general wage increase greater than the general wage increase set forth in Appendix B during the term of this Memorandum of Understanding, then the same general wage increase shall be provided to Unit 10. The term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset or group of a bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions.

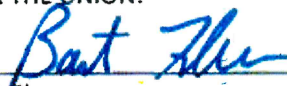
The parties agree that if any other bargaining unit represented by a union/association receives a cafeteria plan greater than the cafeteria plan set forth in Section 6.3 during the term of this Memorandum of Understanding, then the same cafeteria plan shall be provided to Unit 10. The term "cafeteria plan" does not include any special adjustments specific to a classification, subset or group of a bargaining unit and excludes any cafeteria plan increase (or portion thereof) which is attributed to a change in other collective bargaining provisions.

FOR THE COUNTY:



Charmie Junn
Director of Human Resources

Date: 12/1/22

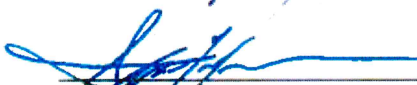
FOR THE UNION:


Bart Florence
Business Manager

Date: 11/14/22


Brandy Johnson
Director of Public Employees

Date: 11/25/22


Stan Eichenberger
Business Representative / Chief Negotiator

Date: 10/19/22

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and IUOE – Stationary Engineers, Local 39
Unit #10

Early Settlement Agreement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and IUOE – Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10 – Skilled Craft and Service Maintenance. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of September 4, 2022 shall receive the following lump sum payment by the last pay period in November 2022:

- If the Union ratifies the proposed Memorandum of Understanding to the Director of Human Resources on or before October 21, 2022, then employees shall receive a lump sum payment of one thousand dollars (\$1,500)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 21, 2022 then there shall be no supplemental payment to employees under this Side Letter Agreement.
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence.


FOR THE COUNTY:



Charmie Junn
Director of Human Resources

Date: 12/1/22

FOR THE UNION:




Bart Florence
Business Manager

Date: 11/14/22



Brandy Johnson
Director of Public Employees

Date: 11/11/2022



Stan Eichenberger
Business Representative / Chief Negotiator

Date: 10/19/22