MEMORANDUM OF UNDERSTANDING

Service Employees International Union

SEIU, Local #1021

and

County of Solano

March 24, 2026 – September 30, 2028

Unit #5 -Health and Welfare Service Employees

MEMORANDUM OF UNDERSTANDING
Unit #5, Health and Welfare Service Employees

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MEMORANDUM OF UNDERSTANDING
March 24, 2026 – September 30, 2028

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the COUNTY OF SOLANO, hereinafter referred to as the County, and SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, LOCAL 1021, CtW, CLC, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of and 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC, 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 Service Employees International Union, SEIU, Local #1021 CtW, CLC ("Union") and the County of Solano ("County") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et. seq.), the County's Employer-Employee Relations Rules and Regulations, the Civil Service Rules, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Civil Service Rules or any other county ordinance, policy or regulations, the provisions of this Memorandum of Understanding shall prevail.

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

1. RECOGNITION

1.1 Union Recognition

The County recognizes the Union as the recognized employee organization for:

Unit #5, Health and Welfare Service Employees

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

1.2 County Recognition

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

2. TERM

This Memorandum of Understanding shall be in effect the later of October 26, 2025 or on the date it is adopted by the Board of Supervisors, except for these provisions of this Memorandum of Understanding

which have been assigned other effective dates and shall remain in full force and effect up to and including September 30, 2028.

3. UNION SECURITY AND UNION RIGHTS

3.1 Union Dues

A. Employees may sign up for Payroll Deductions of Union Dues with the Union. The Union will certify changes or new authorizations for dues deductions from members of the Union, in an electronic data file to be transmitted to the County's Auditor Controller's Office – Payroll Bureau. If the 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 until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a non-SEIU bargaining 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 a pay period).

B. The County shall promptly, and no later than thirty (30) days, pay over to the Union all sums so deducted. It shall be the sole responsibility of the Union to procure and enforce employees' authorization for payroll deductions of dues.

C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off 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 and service fees.

D. The County will not deduct any Union fines or penalties from the pay of any employee.

E. The County agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Union Political Action Committee (PAC).

F. **Programming Fee** – The union shall reimburse the County for actual, reasonable and necessary costs of reprogramming in order to implement this agreement. Such costs shall not exceed the Union's share of such costs to be determined by dividing the total number of each Union's represented employees subject to agency shop by the total number of County employees subject to agency shop and by multiplying this quotient times the total cost.

G. **Indemnification** – Union shall, at its sole expense, defend, indemnify, and hold harmless the County, its officers, employees, representatives, and agents from any and all claims,

liabilities, actions, lawsuits, damages, or expenses arising out of the inclusion of the provisions of Section 3 of this agreement of the administration or enforcement thereof. Union's obligation under this paragraph includes, but is not limited to, the employment and payment of qualified legal counsel to represent the exclusive interest of the County and such of its officers, employees, representatives and agents as may be necessary upon demand of any of same. Failure of Union to comply with the provision of this paragraph after reasonable notice by County shall entitle County, at its option, and without further notice to the Union, to rescind the Agency Shop provisions of this agreement for the unexpired term of any collective bargaining agreement.

3.2 Union Rights

A. Chapter President

The County will recognize one (1) County employee from among those Solano County bargaining units represented by SEIU Local 1021 as the official SEIU Local 1021 Solano County President, hereinafter referred to as the "President." The County will allow the President, or when the President is unable to attend, the Vice-President, up to sixteen (16) hours per pay period of paid time away from work to conduct Union business. The President or Vice President shall obtain permission from his or her immediate supervisor prior to leaving work, in accordance with departmental policy. Any expense incurred by the President or Vice President shall be borne by the Union.

Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President will make every effort to provide their supervisor and department director with their release time needs Seven (7) calendar days in advance.

The Union's elected President may be provided County time off with pay to attend trainings which would, in the judgment of the Human Resources Director (or the Director's designee from within Human Resources), be mutually beneficial to the County and the Union. This may include providing up to eight (8) hours of paid release time for a newly appointed President in their first year in office, and up to four (4) hours per year, in years thereafter, for training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or the Director's designee, an outline of training topics and the schedule of training dates.

B. Stewards

1. The County agrees to recognize up to fifteen (15) employees appointed and formally designated in writing to the Director of Human Resources and applicable department head by the Union, as official Stewards. Employees designated as stewards may be relieved from their assigned duties by their supervisor to assist an employee, to investigate and/or present a grievance, provided the release time is scheduled for reasonable times agreeable to all parties. The Steward shall obtain permission from their immediate supervisor prior to leaving work.

   The Union is free to appoint whomever they deem appropriate, with consideration given to geographic location, provided the Director of Human Resources and appropriate department head are given at least one week's advanced written notice of all appointments and changes. The Union agrees to

provide comprehensive training on other than County time for Stewards, prior to their appointment, in the techniques and art of good employer-employee relations and in all aspects of the rules and other terms and conditions of County employment.

Reasonable adjustment shall be made to the steward's workload to accommodate the release time provided for Union business.

The Union shall quarterly in January, April, July and October provide an updated list of stewards to Human Resources. The Union shall inform the Human Resources Department in writing of any additions or deletions of individual stewards within fourteen (14) calendar days of such a change.

2. Any expense incurred by a steward shall be borne by the Union. It is understood that the primary role of the Steward is to investigate and resolve grievances initiated by employees in their respective Representation Unit at the initial an informal stages and not to conduct general union business or to solicit membership in the Union. Because of the nature of the office, it shall be the special responsibility of each official Steward to promote and maintain good morale and employer-employee relations and to conform to all rules of conduct and standards of performance established by law, regulation, County or departmental policy or this Memorandum of Understanding. Stewards shall not participate during the employee-immediate supervisor informal discussion stage of the Grievance Procedure.

3. The County shall provide up to eight (8) hours paid release time per year for newly appointed stewards and up to four (4) hours paid release time for all other stewards for the purpose of Union training in cooperative employer-employee relations techniques. Prior to the training, the Union shall provide to the Director of Human Resources or the Director's designee, an outline of training topics and the schedule of training dates.

4. An employee has the right to Union representation in meetings with a supervisor or administrator, if the meetings are investigations or discussions, which could lead to disciplinary action against the employee.

5. The County shall mail to the Union one (1) copy of each change or update to the County Personnel and Salary Resolution, Civil Service Rules or Employer-Employee Relations Rules and Regulations. These changes or updates may be reproduced by the Union and distributed to Stewards at the discretion of the Union.

C. Use of County Facilities

The County agrees to grant the free use of County conference and meeting rooms to the Union, as provided by Section 10 I and I of the Solano County Employer-Employee Relations Rules and Regulations, provided such use is authorized by the County Administrator or their designees.

D. Bulletin Boards

The County agrees to make bulletin board space available to the Union in accordance with the provision of Section 10 (d) of the Solano County Employer-Employee Relations Rules and Regulations.

E. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

F. 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.

1. The County shall provide a list of employees newly hired and all recently separated employees covered by this Memorandum of Understanding to the Union on at least a monthly basis.

a. Within thirty (30) days from the date of hire, the County shall provide the Union an electronic list with the following information for newly hired represented bargaining unit employees:

1. Full name (last, first and middle name or initial)
2. Employee I.D. number
3. Bargaining unit
4. Department
5. Job Title
6. Work location
7. Appointment type (regular or limited term, full-time, part-time, extra help)
8. Hire date
9. Job class entry date
10. Salary schedule step
11. Hourly rate
12. Health plan selected
13. Home address
14. Phone numbers (work numbers, home number, and personal cell number)
15. Email addresses (County and personal)

b. Commencing on November 5, 2017, the information described in section 3.2.F.1.a shall be provided to the Union for every bargaining unit member and

following this date every third calendar month thereafter (i.e., every February 1, May 1, August 1, and November 1).

G. Union Release Time

The Union may directly reimburse the County for an employee's salary and benefits while on County approved leave of absence for Union related business. The Union shall indemnify and hold harmless the County for any County liability and/or loss under this paragraph.

H. Union Business

Employees may submit a request for leaves of unpaid absence to conduct Union business pursuant to existing contract language for unpaid leaves.

I. 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 these provisions to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of the same within this Memorandum of Understanding shall also not require an election for the application of this to such units.

J. Human Resources New Employee Orientation

1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation. The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.
2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.
3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining u nits who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.

5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.

6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.

7. The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:00a.m. – 9:30a.m., and they arrive at 9:20a.m., the Union representative shall have from 9:20a.m. – 9:30a.m. to present. If the Union representative arrives at 9:35, they will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.

8. If the Union representative(s) 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.

9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.

10. The County will not observe or disturb the Union presentation.

11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.

K. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.

L. The County will provide the Union with information pursuant to AB 119 and MOU section 3.2.F.

4. COUNTY MANAGEMENT RIGHTS

The County management rights are provided for in the Employer-Employee-Relations Rules and Regulations (EERRR), Article 2, Section 3, and are incorporated herein by reference.

5. SALARIES

5.1 Salary Range and Pay Date

Salary ranges for classifications represented by the Union are listed in Appendix A of this agreement. Employees and officers 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 a represented position in the County, in the same class or in a lower class in the same series, within two (2) years, 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 any step within the salary range. Subsequent merit increases shall follow the normal time period progression between steps.

B. A represented employee who voluntarily separates and:

1. is subsequently reemployed in the same department in a represented position;
2. begins work within a period of not more than 180 calendar days from the last day the employee previously actually worked for the County;
3. completes a new probationary period; and
4. either did not withdraw from PERS or "bought-back" their County PERS service credits, shall, upon approval by the Director of Human Resources (or the director's designee from within the Human Resources Department), 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 on 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 recommendation of the department head or designee.

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

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps	**2**	**3**	**4**	**5**

If an employee begins their employment on the first working day of a pay period, it shall be considered for purpose 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 (Tuesday, if Monday is a holiday) of the pay period, their time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.

The granting of any leave of -absence without pay, other than military leave or workers' 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 one full pay period for every full or partial pay period 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.

D. Advancement within a salary range is not automatic for merely completing a specific period of service but rather based on merit as documented on a performance evaluation form prescribed by the Director of Human Resources or the Director's designee. The merit increase shall consist of one step on the salary schedule for the class. A performance evaluation must be submitted within six (6) pay periods following the employee's performance evaluation eligibility date. If the supervisor fails to render a performance evaluation within the specific timeframe, then the employee's overall performance shall be assumed to be satisfactory and the employee shall receive, if available, a salary step increase effective on the scheduled date.

E. Merit Increase Deferral: If, in the department head's (or designee's) judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head or designee 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. An overall evaluation of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. 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 or designee. At the end of the deferral period, the employee must be re-evaluated and a decision must

be made to grant or deny the merit increase. The employee's merit increase eligibility date shall not be changed by such deferment.

F. 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. Should an employee's merit increase eligibility date be overlooked through an error, and upon discovery of the error, the employee be recommended for merit increase, the Auditor-Controller shall compensate the employee for the additional salary the employee should have received dating from their merit increase eligibility date.

G. Should an employee's merit increase eligibility date be 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 the employee should have received dating from their 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 classification. When circumstances warrant, the Director of Human Resources, or the Director's designee, may authorize the filling of the position at a step within the new salary range that is greater than the minimum increase set forth above. 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 or when the top steps of the classes are the same, 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 the employee shall receive the maximum salary step of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of the number of pay periods service which corresponds with the required period of service as is governed by this Memorandum of Understanding.

B. When a regular employee in good standing is demoted as an accommodation for ADA purposes or 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 to which the employee was entitled 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. 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 the employee would have remained in the lower class.

5.8 Salary Upon Reclassification

When a regular employee's position is reclassified and the employee remains in the reclassified position, the salary of the reclassified employee shall be determined as follows:

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, the reclassification salary of the employee shall be considered a promotion and the salary will be adjusted based on the promotion as governed by the provisions of **Section 5.5.**, Salary Upon Promotion, of this MOU.

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

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

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

or

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

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

5.9 Longevity Compensation

A. All employees 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; additionally, employees who complete fifteen years (15) 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, 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 7.5%); additionally, employees who complete twenty-five (25) 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 10%); additionally, employees who completed thirty (30) 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 12.5%); 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 15%),over the rate for the class in which employed.

B. 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.

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

5.10 Working Out of Class

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

B. 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 is:

1. specifically allocated to the department, and

2. will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods and

3. the employee meets the minimum qualifications identified in the job description of the classification being assigned. In the event no employee is identified for the work out of class assignment who meets the minimum qualifications of the position, the department head may request the approval of a written waiver of this requirement from the Human Resources director.

C. Such temporary assignment shall not be considered a promotion. That individual shall be placed at the step within the new salary range that is closest to, but at least 5% increase, from the employee's previous salary not to exceed the top step of the new range.

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

E. Positions may be filled by out-of-class assignments for no more than six months except in the case of extended leave-of-absence without pay in which case out-of-class assignment shall be limited to twelve months. Thereafter, positions shall be filled through the regular Civil Service certification process.

5.11 Not in Use

5.12 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 the employee was receiving in the range to which the class was previously assigned.

5.13 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, which shall include the option to meet with the Auditor to discuss the over/underpayment. If the Employee identifies an error and reports it to the Auditor, the Auditor will have ten (10) business days to acknowledge and provide and initial response to the request. The employee may be accompanied by a Union representative to any such meeting. 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 single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.

2. Full payment by personal check, money order or cashier's check.

3. For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.

4. An alternate 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 single payroll adjustment if total amount of reimbursement is less than 10% of employee's biweekly earnings.

2. Full payment by personal check, money order or cashier's check.

3. Installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred, unless mutually agreed upon by the employee and the Auditor-Controller.

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 within two (2) pay periods following resolution of the claim unless the employee and the Auditor-Controller agree to an alternate method.

F. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, the County retains the right to exercise other legal means to recover the remaining amount owed.

G. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

H. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

I. The provisions of this section apply only to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

J. Any disagreement concerning actions taken under this sub-section, may be filed at Step 3 of the grievance procedure as a compensation grievance. Participation in the process outlined above, including making options as to methods of repayment, shall not preclude the employee from pursuing a grievance regarding the overpayment.

6. BENEFITS

6.1 Medical Insurance

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

6.2 Retiree Medical Insurance

All employees who have concurrently retired from the County and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health Insurance program at their own expense. The County shall contribute the MEC established by PEMHCA insurance program managed by the California Public Employees' Retirement System ("CalPERS").

6.3 Cafeteria Plan

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

Effective January 1, 2026, 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 (80%) percent of the 2026 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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

Effective with the coverage effective January 1, 2028, the County's contribution to the cafeteria plan shall be set at eighty (80%) percent of the 2028 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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

Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion.

Additionally, an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of fifty dollars ($50.00) per month into the Cafeteria Plan, regardless of salary. The County contribution ($50) shall sunset at the end of the pay period which includes the expiration of the 2025-2028 MOU.

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. Employees who waive coverage will receive no more than five hundred dollars ($500.00) per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in 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.

Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in their DCRA at the end of

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

6.4 Dental Insurance

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

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

The County's Delta Dental plan provides reduced co-payments for in-network PPO providers, allows up to $1,000 of orthodontic coverage, and increase the annual allowance to $1,250.

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

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

6.5 Vision Insurance

Regular or limited-term employees are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following appointment with the County.

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

The County offers an additional vision plan for employee buy-up that will increase the frequency of coverage for lenses/contacts and frames and eliminate the co-payment for materials.

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

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

6.6 Life Insurance

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

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one 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. The County will pay a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.

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

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

6.7 Deferred Compensation

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

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

6.8 Short Term Disability Insurance

If the Union establishes a group rate Short Term Disability Insurance policy for bargaining unit members during the term of this contract, the County shall administer the voluntary payroll deduction collected for this program and forward the amount collected directly to the Union for payment to the insurance carrier. The "hold harmless" provisions of **Section 3**, Union Security and Union Rights, will also be applied to this provision.

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 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 the employee has and utilizes leave accruals to fully integrate or for the period of time the employee is on approved FMLA or CFRA leave, whichever period is longer.

C. An employee who exhausts their ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave time from the Catastrophic Leave Bank. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.

D. Employees receiving SDI benefits will only accrue sick or vacation leave, in accordance with Sections 9.1, Vacation, and 10, Sick Leave, respectively, in any pay period in which the employee has sufficient leave accruals to achieve 100% integration with SDI using their own leave accruals. Employees integrating Catastrophic leave hours with SDI will not accrue sick or annual leave.

E. 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 the employee is eligible. SDI integration is not retroactive beyond one 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 may be integrated with the weekly SDI benefits.

6.9 Long Term Disability Insurance

Employees represented by this bargaining unit do not participate in any County-sponsored long-term disability insurance program.

6.10 Retirement

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

B. PEPRA Tier.
Effective January 1, 2013, the County implemented a new pension tier in accordance with and subject to the terms of the Public Employees' Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA tier."

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

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 below. If any term of this MOU conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.

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

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

G. Employee Payment of PERS Member Contributions.

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

2. Non-PEPRA Member Contribution.
Employees subject to the Pre-PEPRA formulas described in paragraphs **6.10.C and 6.10.E** above contribute the entire applicable PERS member contribution by payroll deduction.

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 plan, until the above established cost has been recovered. Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see appendix D). Cost sharing will end after 20 years (November 2022).

4. Pre-Tax Treatment PERS Member Contributions.
To the extent permitted by applicable law, employee contributions toward the Employee's PERS contribution made pursuant to this MOU will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

H. Employer Cost Sharing.

The parties agree to equally share in PERS employer rate increases for employer rate costs over 14%-16% as an additional employee deduction. This provision shall sunset on January 1, 2017.

6.11 Social Security and Medicare

A. All employees shall be covered 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.

B. 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 accredited classroom and online 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

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.

Part-time employees who are allocated to no less than half time regular positions and who have completed the initial County probationary period and are performing satisfactorily, are eligible after 2 years of continuous employment, to participate in the tuition reimbursement program. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than 50% of the County's time. Employees taking approved courses which encroach on their 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 50% of the class time, including travel time to class. 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.
5. Course work may be completed in person, online, or through correspondence.
6. 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.

7. 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.

8. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program. An exception may be made for conferences, institutes or workshops when these events provide the employee with continuing education units (CEUs) which are required to attain or maintain a certification or license which is required by the County for the employee's position. Attendance at such an event and the eligibility for inclusion under this education Reimbursement provision must be approved by the Department Head in advance.

9. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.

10. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Department of Human Resources.

11. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade of "C" or higher, or its equivalent, or "CR" when the course is required as a milestone course to complete the degree program) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the 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 (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, required textbooks, and parking. Other related expenses and incidental costs are not reimbursable.

2. Reimbursement shall be limited as follows:

   a) No employee shall be reimbursed for more than two (2) courses in a single semester or quarter. When the educational institution does not recognize a semester or quarter system (e.g. self-paced classes), the employee may seek reimbursement for not more than three (3)courses in a four-month period within the same fiscal year.

   b) The maximum reimbursement that may be received by an employee in one fiscal year shall be 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

Prior to the course start date, 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 or the Director's designee.

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 or the Director's designee.

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.

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.

The department head may require that the employee evaluate the course in writing and, in addition, either present information attained at the course, or review course materials with department representatives and employees.

F. Continued Service Requirement

An employee must continue in a full-time 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 Continuing Education Days

A. Eligible Classifications – With the authority of the department head or designee, a probationary, or regular full time Mental Health Clinician licensed by the State of California Board of Behavioral Science Examiners as either a Marriage and Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW) or Licensed Professional Clinical Counselor (LPCC), and Clinical Psychologists licensed by the California Board of Psychology, may be granted up to thirty-six (36) hours in a two fiscal year period (July 1-June 30) to attend continuing education courses which meet the requirements of the Boards, and overlap their regular work schedule.

Psychiatric Technicians, licensed by the California Board of Vocational Nursing and Psychiatric Technicians, may be granted up to thirty (30) hours in a two fiscal year period to attend continuing education courses which meet the requirements of the Board. Part-time employees will receive continuing education days on a pro-rata basis.

Substance Abuse Prevention Specialists, who are required to renew their certification as an Alcohol and Other Drug counselor, may be granted up to forty (40) hours in a two fiscal year period to attend qualified continuing education courses.

Clinical Services Associates and Mental Health Clinicians (Registered), who are required to possess certification as a result of their duties to perform drug and alcohol counseling, may be granted up to forty (40) hours in a two fiscal year period to attend courses which meet continuing education requirements.

The continuing education hours granted will be for class hours and travel time only.

B. Administrative Process – The continuing education hours granted will be for class hours and travel time only. Any other expenses will be the responsibility of the employee. Continuing education courses taken during non-work hours (i.e. evenings and weekends) shall be compensated at CTO toward the hourly maximum (travel time included).

After completion, the employee will submit a report on the course to the clinician's supervisor in the format approved by the Deputy Director of Health and Social Services, Mental Health.

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

The hours are not cumulative, and if they are not taken within two fiscal years, they are not carried over to the next fiscal year. If an eligible employee attends a County sponsored training that offers continuing education units (CEUs), those hours shall be counted toward the hourly maximum.

6.14 Not in Use

6.15 Uniform Allowance

1. Protective Attire
   a. The County agrees to reimburse all employees regularly assigned to the Homeless Outreach Partnership and Engagement Team up to two hundred fifty dollars ($250.00) per year for safety boots.

      Safety boots shall meet legally mandated safety requirements or departmental standards.

      Employees who receive the boot reimbursement shall wear the boots at all times while on duty.

b. The County agrees to provide an Identification Vest to employees regularly assigned to the Homeless Outreach Partnership and Engagement Team.

Employees who receive identification vests shall wear the vest at all times while on duty.

a. Conditions

i. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.

ii. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the Department of General Services or other department as appropriate.

6.16 Unemployment Benefits

Solano County employees are covered under the State of California Unemployment Compensation Benefits Program.

7. SAFETY AND WORKERS' COMPENSATION

7.1 Safety

SEIU and the County recognize the joint obligation to comply with applicable state and federal laws regarding employee safety. Therefore, the Parties 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 requirements to conduct efficient operations. The County agrees to maintain such policies and procedures, and to provide such training, safety equipment, and protective clothing as is required to conform with this section. Employees are required to use provided safety equipment and protective clothing as directed.

Designated employees represented by SEIU shall participate in HR-Risk Health and Safety Committee(s), in accordance with California Occupational Safety and Health Act requirements. Human Resources will determine the number of SEIU representatives and may designate other employees to participate.

"Safety Concerns" will be a standing agenda item for the SEIU/HR Labor-Management Committee, and the Union may raise immediate safety concerns relating to facilities or other spaces where employees are assigned to work. The Parties intend that issues involving safety concerns will be addressed through the processes identified in this section prior to resorting to the grievance procedure or other administrative complaint procedures.

The County will provide the following data to the Union upon request, but no more than once per calendar quarter: OSHA logs, OSHA citations, worker's compensation data, incident reports, workplace violence reports, and any other non-confidential safety related data that is in the possession of County HR and Risk Management. The information provided will be anonymized or otherwise redacted for legal compliance.

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 section 3700 et seq., the County is self-insured for workers' compensation at no cost to the employee.

B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code section 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by the County, the employee shall receive full compensation for their scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker' 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. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with Workers' Compensation temporary disability benefits pursuant to Section I, below.

In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits

D. 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 Worker's Compensation for the period of time that the employee has and utilizes leave accruals to fully integrate, or for six (6) months, whichever period is longer.

E. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive Workers' Compensation temporary disability benefits.

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. Up to two (2) hours paid County time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.

I. 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 benefits amount and provide documentation of receipt for which the employee is 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 may be integrated with the weekly Workers' Compensation temporary disability benefits.

7.3 Temporary Modified Duty Assignments/Temporary Light Duty Assignment for Injured Employees

A. If an assignment exists which the department head, in conjunction with the Director of Human Resources or the Director's designee, 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 the employee's 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 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.

7.4 State Disability Insurance

A. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.

B. The County will continue to pay the employer share of the monthly premium for medical, vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that the employee has and utilizes leave accruals to fully integrate, or for the period of time the employee is on approved FMLA leave, whichever period is longer.

C. An employee who exhausts their ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave time from the Catastrophic Leave Bank. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for County medical, vision, dental and life insurance coverage.

D. Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which the employee has and utilizes sufficient leave accruals to achieve 100% integration with SDI using their own leave accruals. Employees integrating Catastrophic Leave hours with SDI will not accrue sick or annual leave.

E. State Disability Insurance temporary disability benefits shall be integrated with accrued County leave as follows:

1. Employees must promptly inform departmental payroll clerks of their State Disability benefit amount and provide documentation of receipt for which the employee is eligible. State Disability integration is not retroactive beyond one pay period.

2. Employees' pay, including leave accruals and State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.

3 Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly State Disability Insurance temporary disability benefits.

F. Temporary Light Duty Assignment for Injured Employees

1. If an assignment exists which the department head, in conjunction with the Director of Human Resources or the Director's designee, deems may be filled on a temporary basis, after industrially injured employees have been considered, non-industrial disabled employees will be given consideration in accordance with the criteria listed in **Section 7**.

2. 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 the employee's 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 18 weeks, on a case-by-case basis.

3. 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. 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 workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Department and concurrence of the Director of Human Resources (or the Director's designee from within Human Resources) for unique circumstances.
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 provided in this Section.
4. The provisions of this Section shall be limited to regular, probationary or limited-term full-time or part-time employees who are filling at least 50% of an allocated position. Eligible part-time employees will be reimbursed in proportion to the percentage of the time worked.
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 within 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 (including but not limited to Spanish, Tagalog, etc.).

B. Bilingual Differential Allowance

1. Designated employees shall be eligible to receive additional compensation at the rate of $80.00 per pay period (approximately $2080.00 per year).
2. Such compensation shall be effective the first day of the payroll period following certification by the Department of Human Resources that the employee is eligible to receive the bilingual differential.

C. Termination of Compensation

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

1. The employee terminates their employment with the County.
2. The employee is released from County employment.
3. The position is determined to no longer require bilingual skills.
4. 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.

D. Procedure for Requesting the Bilingual Differential Allowance

1. Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources and shall include:

   a) Name and class of each employee recommended for duties requiring bilingual skills.

   b) Location of assignment.

2. An employee may appeal the recommendation of the department head to the Director of Human Resources or Director's Designee who shall approve or deny the request. The Director of Human Resources or the Director's designee's decision may be appealed to the Civil Service Commission.

3. The Director of Human Resources or the Director's designee shall evaluate the recommendation and approve or deny the request.

4. A department head may appeal denial of the request by the Director of Human Resources or the Director's designee to the Civil Service Commission, which shall make a final decision to approve or deny the request.

8.2 Shift Pay Differential

A. Any employee, who works an assigned swing or graveyard shift, shall in addition to the employee's 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 5:00 p.m. and prior to 10:00 p.m. Graveyard shift is defined as a work shift of eight (8) consecutive hours or more which includes at least four (4) hours or more of work between the hours of 10:00 p.m. and prior to 5:00 a.m. Overtime which is worked as an extension of an assigned day or swing shift shall not qualify an employee for graveyard shift differential.

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

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

8.3 Child Welfare Services Pay Differential

Social Worker III's assigned to Child Welfare Services shall receive a five percent (5%) Assignment Pay Differential, for the duration of such assignment.

Effective the beginning of the pay period which includes January 1, 2020, Social Worker III's assigned to Child Welfare Services Emergency Response Unit will receive a two and one-half percent (2.5%) Pay Differential for each hour, or portion thereof, worked within the Child Welfare Services Emergency Response Unit.

8.4 Call Back and Standby Pay Differential

A. Callback

1. Callback work occurs when an employee is called back to work outside of their normal work hours and/or work day, for an emergency or other unplanned and unscheduled event.

   Callback work begins upon the employee's arrival to the work site or, for Social Worker III's assigned to standby duty who report back to an emergency work location from their home. Callback work begins at the time a Social Worker III leaves their house to attend to a call.

2. Callback work ends when the work which necessitated the callback is completed or three (3) hours after the callback period began, whichever is later.

3. If an employee receives notification cancelling the need for callback while en-route to the worksite or emergency work location, the callback period is deemed to have started and is considered to have ended two hours from when the initiating phone call was received.

B. Standby

1. **Standby: Child Welfare Services**

   a) In order to comply with State Department of Social Services regulations, which mandate 24-hour capability of responding to emergencies involving Child Welfare and Adult Protective Services, Social Worker III's assigned to Child Welfare and Adult Protective Services must be on standby duty.

   b) The department head agrees to first ask for volunteers from Social Worker III's in Child Welfare and Adult Protective Services when considering whom to assign to cover scheduled standby; however, the Union confirms the right and obligation of the County to assign Social Worker III's to standby duty. It is the Worker's responsibility to ensure that all the scheduled standby days are properly covered. If Workers trade standby time, it must be in the appropriate block of time indicated in Section 8.4.B.3 below, and reported to the answering service in a timely manner.

      1. Social Worker III's who volunteer for standby duty may be assigned as necessary during a six (6) consecutive month period. The County will give as much notice as possible to Workers if it is necessary to assign standby duty.

It is the responsibility of the Department to provide the means by which the Social Worker III can be contacted. Such means of communication must afford them the ability to respond to calls or to make field contacts, when necessary, within the time frame specified by the State regulations and Solano County Policy.

2. **Standby: Full Service Partnership**

a) The department head agrees to first ask for volunteers for Mental Health Clinician (Registered), Mental Health Clinician (Licensed) and Mental Health Specialist I/II when considering standby assignments. It is the employee's responsibility to ensure that all the scheduled standby days are properly covered. If employees trade standby time, it must be the appropriate block as outlined in Section 8.4.B.3 below.

3. **Standby Schedules (Standby Duty)**

a) Child Welfare Services

For purposes of this section for workers assigned to Child Welfare Services, a weekday is defined as from 9:00 p.m. to 8:00 a.m. (11 hours). A Saturday is defined as 9:00 p.m. Friday to 12:00 midnight Saturday (27 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 9:00 p.m. on the evening preceding a fixed, recognized County holiday to 8:00 a.m. on the morning following the holiday (35 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 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

b) Adult Protective Services

For purposes of this section for workers assigned to Adult Protective 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 (35 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 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

c) Full Service Partnership

For purposes of this section for workers assigned to Full Service Partnership, 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 (35 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 9:00 p.m. Thursday and end at 9:00 p.m. Friday (24 hours).

4. **Telephone Work**

a) Social Worker III's who are assigned standby duty, must handle and respond to work telephone calls. Telephone work shall begin upon the initial telephone conversation and shall end upon the conclusion of the telephone call, follow-up calls and appropriate documentation from those calls.

C. Compensation

1. **Callback**

a) Employees who are called back to work shall receive compensation subject to the provisions of Section 20.2, Overtime, and Section 8.4.D.4, and shall not exceed the maximum step of the working level classification.

2. **Standby Duty**

a) Social Worker III's working standby duty shall be compensated as follows:

1. Weekday standby: $4.00
2. Saturday, Sunday and Holiday standby: $5.00

b) All other unit employees working standby duty shall be compensated as follows:

1. Weekday standby: $4.00
2. Saturday, Sunday and Holiday standby: $5.00

3. **Telephone Work Pay**

a) Any Social Worker III who is on assigned Standby Duty who handles phone calls from home on Saturdays, Sundays, holidays and/or evenings shall be paid for Telephone Work at the employee's straight time hourly rate for actual time spent on the telephone call with a guaranteed minimum of two (2) hours. The two (2) hours minimum for phone calls applies to all phone calls made and received during the two (2) hour period following the initial phone call. If the phone call minimum period of two (2) hours overlaps with call back time, phone call standby pay shall be deducted from the call back pay (See Non-Pyramiding **Section 8.4.D.4**).

4. **Non-Pyramiding**

a) No employee shall be entitled to receive for the same period both (1) Callback Pay, Standby Pay, or Telephone Work Pay and (2) pay for their normal work hours and/or work day. Notwithstanding any other provisions of this Section, no period of compensated Callback work, Standby Pay or Telephone Work shall end later than the beginning of the employee's normal work hours and/or work day.

b) No employee shall be entitled to receive more than one of the three types of compensation set forth in this Section 8.4.D for the same time period.

1. For Social Worker III's who are assigned standby duty, the commencement of callback work ends the period of compensation under the standby pay provisions and begins the compensation under the Callback provisions.

2. For Social Worker III's who are on assigned standby duty, and who have commenced a period of Telephone Pay, the Commencement of Callback work ends the period of compensation under the Telephone Pay provisions and begins the period of compensation under the Callback Pay provisions.

3. For Social Worker III's who are on assigned standby duty, the Commencement of Telephone Work ends the period of compensation under the Standby Pay provisions and begins the period of compensation under the Telephone Pay provisions.

4. For Social Worker III's who are on assigned standby duty and who have been called back to work, all calls placed or received after the Commencement of Callback work and before the End of Callback work are part of the work performed as Callback, and do not commence a new period of Telephone Work.

9. VACATION

A. Every employee in a full-time regular or limited-term position shall receive vacation benefits for each pay period of continuous service according to the following schedule:

Pay Periods of Continuous Service	Vacation Credit Per Pay Period	Vacation Accrual Maximum Earnable
0 through 78 pay periods	3.08 hours	200 hours
79 through 260 pay periods	4.62 hours	280 hours
Over 260 pay periods	6.16 hours	360 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.

B. Every employee in a part-time regular or limited-term position shall receive 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.

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

D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.

E. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual/vacation leave as their termination date (e.g., requesting annual/vacation leave to begin 3-7 and the actual termination date to be 3-13, etc.).

F. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. After completion of thirteen (13) pay periods of continuous service, employees then become eligible to take vacation as it is earned. Once an employee becomes eligible to take earned vacation, the employee may use this vacation as an extension of sick leave.

G. 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 the employee's paid vacation from County service.

H. Any employee separating from County service who has not taken their earned vacation, if any, shall receive the hourly equivalent of the employee's 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 estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

I. An employee receiving pay in lieu of unused vacation may not be re-employed by the County 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.

J. Upon the presentation of medical verification acceptable to the department head that an employee was ill or disabled during a scheduled vacation, employees may substitute sick leave for vacation for the period of illness or disability.

K. With advance approval by the immediate supervisor, which shall not be unreasonably denied, vacation benefits may be used to attend to emergency personal business in increments of one hour or more. The employee is entitled to a reasonable expectation of privacy as to the specific nature of the emergency personal business. It is understood that the nature of the employee's personal emergency requiring personal leave may not permit more than minimal advance notice to the immediate supervisor.

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

10. SICK LEAVE

A. 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 the employee is absent without authorization or in which the employee is 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.

B. Every employee holding a regular or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship the employee's basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which the employee is absent without pay more than fifteen percent (15%) of the regularly scheduled working hours for the position.

C. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used for medical, dental or ocular appointments when absence during working hours for this purpose is authorized by the department head. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. Each department head shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician, psychiatrist, nurse practitioner, physician's assistant, dentist or chiropractor or other satisfactory evidence of illness to the appointing authority.

D. 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.

E. 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. In the event a holiday or regular day off falls within the eighty (80) hours the employee is absent on account of family care, these days are included within such eighty (80) hours, but shall not be charged to sick leave.

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

G. No County employee shall be entitled to sick leave while absent from duty on account of the following cause:

a. Sickness or disability sustained while on leave-of-absence without pay.

b. 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.

H. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters the County service. No payment shall be made to any employee for unused sick leave accumulated to their credit at the time of termination of employment, except for reasons of regular or disability retirement, death, or 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 or release from County employment as a result of a regular 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 **Section 10**).

I. For the purposes of this Section, a member of the immediate family is construed to mean the employee's:

- grandparent
- mother or father,
- husband or wife,
- registered domestic partner
- person assuming the role of the employee's spouse,
- son or daughter,
- brother or sister
- grandchild
- mother in law or father in law of the employee,
- the minor child for whom the employee has legal custody,
- a person acting in loco parentis for the employee, or
- relatives living in the employee's home.

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.

11. CATASTROPHIC LEAVE BANK

A. Program Design

The County will create and maintain a Catastrophic Leave Bank to assist any employee who will exhaust all accruals due to a serious or catastrophic illness, injury, or other circumstances. This program establishes and maintains a countywide bank wherein any employee who wishes to contribute may authorize a portion of the employee's accrued vacation, compensatory time, holiday compensatory time, and/or administrative leave be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, hours from the Catastrophic Leave Bank may be transferred to a requesting employee's Catastrophic Leave account so that employee will remain in paid benefit status, thus maintaining benefits while partially ameliorating the financial impact of the illness, injury, or other circumstance.

B. Eligibility

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

1. be a regular full time, part time or limited term employee who has passed their initial County probationary period;
2. exhaust all accumulated leave including, accrued vacation, compensatory time, holiday compensatory time, administrative leave, floating holiday, and sick leave

(unless the leave involves the care of another or involves other circumstances and the maximum hours of family sick leave have been used);

3. be unable to return to work for at least thirty (30) days, and;
4. have applied and received approval for a Leave of Absence Without Pay (i.e., discretionary leave).

C. **Operation**

1. The County will be responsible for receiving and recording all donations of accruals and for initiating transfer of hours from the bank to the recipient's Catastrophic Leave account. Disbursement of leave accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by SEIU, Local 1021.

2. The committee shall meet as necessary to consider all requests for donations and shall make determinations as to the appropriateness of the request. The committee shall determine the number of hours to be awarded for employees whose donations are non-specific.

3. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave hours will be at the sole discretion of the committee, based upon the merits of the request. Except for hours donated to a specific employee, the committee will limit benefits in accordance with available contributions and select from among eligible applicants, those who will receive benefits.

4. Any recipient will be limited to a total of five hundred twenty (520) hours or its equivalent per catastrophic event. However, if approved by the committee, the total leave may be extended on a case by case basis not to exceed and additional five hundred and twenty (520) hours. The hour limits will be prorated for part time employees based on their full time equivalency.

5. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of Catastrophic Leave hours.

6. If an employee receiving donated leave returns to work prior to fully exhausting donated hours, the unused hours will be returned to the Catastrophic Leave Bank.

7. Employees will not accrue sick or annual/vacation leave while using catastrophic leave hours.

8. Donations are irrevocable unless the donation to the eligible employee is denied. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the hours will be returned to the donating employee unless the employee elects to donate the hours to the bank.

9. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the donor's accrued vacation, compensatory time, holiday compensatory time and/or administrative leave

accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

10. No employee may donate more than eighty (80) hours per calendar year; an employee cannot donate leave balances which would reduce the employee's vacation balance to less than 25 hours. The hour limits will be pro-rated for part time employees based on their full time equivalency.

11. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employee who surrenders the leave and will therefore 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. Each year in July, the committee will provide the Union and the Director of Human Resources with an accounting of the total hours used annually and the balance of hours left in the bank.

13. The Union shall have the right to use the County's email once each February, May, August and October of each year to conduct a donation drive and the Union shall have the right to provide the County with an email each month to be sent to all SEIU members.

14. The County will add one (1) hour for every twenty-five (25) hours of total donations.

12. BEREAVEMENT LEAVE

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

- Natural, step, adoptive parents and grandparents of the employee;
- Natural, step, current foster, adopted children and grandchildren of the employee;
- A person acting in loco parentis for the employee;
- Natural, step adopted siblings of the employee;
- Present spouse/domestic partner of the employee;
- A person assuming the role of the employee's spouse/domestic partner;
- Ex-spouse/domestic partner who is a natural or adoptive parent of a minor child in the custody of the employee;
- Natural parents and grandparents of the employee's spouse/domestic partner;
- Grandchildren of the employee's spouse/domestic partner;
- Natural and adopted siblings of the employee's spouse;
- Present spouses/domestic partners of the employee's natural and adopted siblings;
- Present spouses/domestic partners of the employee's children.

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

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

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

13. OTHER LEAVES

13.1 Maternity Leave

A. Maternity leave is defined as approved non-medical leave without pay, which is taken by a mother prior to and after the birth of their child.

B. Sick leave may be used during pregnancy when the employee's physician has certified that, due to their pregnancy, they are no longer able to perform the duties of their 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 their 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. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

C. Unpaid leave may be approved for up to thirty (30) consecutive calendar days by the department head. With a recommendation to and approval by the Director of Human Resources, such leave may be extended for up to an additional ninety (90) calendar days.

D. Total approved paid and unpaid time away from work, prior to and after the birth of a child, shall not exceed one-hundred twenty (120) consecutive days.

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 regular or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to the employee's regular County pay provided the employee deposits their fees for such service, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after their excused absence for such duty. Excused absence is defined as the time necessary, including reasonable time for travel, to actually engage in the activities, including required waiting time, covered by this Section. Requests for Jury Duty leave should be made by presenting the official court summons to the employee's immediate supervisor as soon as possible after receipt. Jury Duty is not considered as time worked for purposes of overtime compensation.

B. Employees assigned to day shift and who are released from jury duty, must return to work if there is at least one (1) hour of work time remaining in the work shift, exclusive of travel time.

C. An employee assigned to swing shift shall not be required to be on jury duty and at work a combined total of more than twelve (12) hours. An employee assigned to graveyard shift who is summoned to jury duty will have the prior grave shift off. If said summons/jury duty continues past 12 noon, the employee shall not be required to work the following graveyard shift which commences the same calendar day.

D. Verification of time of release from jury duty is required.

13.4 Time off for Blood Donation

The County agrees that employees will be allowed to take up to two (2) hours every three (3) months away from work with pay to give blood. This shall not be cumulative and advance approval from the applicable department authority shall be required.

Employees will be allowed to take two (2) hours of their work shift off without loss of pay and allowances for the purpose of donating blood. Blood donation will normally occur at the end of shift but may occur at a different time with the supervisor's approval. The employee will be required to provide proof that the employee did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period, including the time of the donation, shall be obtained from the appropriate department supervisor.

13.5 Time off for Examination

All persons in the classified service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the County. 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 Action 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 side letter agreement. Supplemental Military Pay for time past 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 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 this Agreement occurs *after* the employee's Active Duty military service began. Timelines in this Agreement related to electing to receive supplemental military pay, submission of military pay documentation, and any other dues dates are based on the effective date of this Agreement for those employees who are on Active Duty on the effective date of this agreement.

C. Compensation

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

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

a. **"Supplemental Military Pay"** is defined as the difference in the employee's (Higher Paid) base County salary and the employee's (Lower Paid) base military salary. The employee's base County salary shall be identified by referring to the County's "Listing of Classes and Salaries" in effect on the first day of active military leave, and no incentive pays such as POST Pay, bilingual differential, or similar factors shall be considered. This calculation is made as of the first day of the employee's active military leave for that particular deployment and shall not be adjusted during the deployment, even if a general wage increase occurs during the deployment. The employee must furnish to their department a copy of their 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 begin Active Duty military leave on July 1, 2020 and received the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, received M&VC Section 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

   c. Example B: Employee begins Active Duty military leave on April 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately May 1, 2020 for approximately two (2) months, receives Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, receives M&VC 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 Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

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

5. An employee not receiving pay under the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Pay, or the Supplemental Military Pay may use their 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. During periods of Supplemental Military Pay Employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits with are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.

    c. During periods of pay of Supplemental Military Pay, the employee shall not receive County paid holidays, and shall not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).

    d. Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County not 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.

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

    a. An employee shall be given preference over all other applicants for the opening in the employee's class and department next available after filing with the Director of Human Resources or the Director's designee a written request to return to County employment and shall be reemployed no later than 90 days from the receipt of said request.

    b. Upon reemployment the employee shall be entitled to such civil service status as the employee would have if the employee had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during the employee's absence and the employee would not need to serve a new probationary period in the employee's former department and class if the employee had attained regular status prior to leaving County service). The employee's salary upon reentering County service in their former classification shall be at the same step the employee occupied at the time of separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in **Section5.4**, Merit Increases Within Grade of this MOU).

    c. In all other respects (e.g., step increases and benefits eligibility accrual and use) the employee shall be treated as a new employee.

    d. No former employee shall have this right of reemployment under this Section who:

        i. Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);
        ii. Is released from active duty for reasons other than honorable;
        iii. Fails to make written application for reemployment with the County within six (6) months of the employee's release; or
        iv. Refuses upon request to provide true copies of any documents which the employee may be asked to provide in order to substantiate the period and kind of the employee's military service, the circumstances of the employee's release from such service and other information which is deemed necessary by the County in order to evaluate the employee's application for reemployment.

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 regular 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 regular or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon the employee's 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 (or the Director's designee from within 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 the employee's department head. The department head 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 (or the Director's designee from within the Human Resources Department).

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 or the Director's designee, shall be transmitted by the Director of Human Resources or the Director's designee 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 (or the Director's designee from within 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, employees in classifications that require a pre-placement physical, may be required by the department head to submit a statement from the employee's physician certifying as to their physical and/or mental ability to resume the duties of their position. Employees in classifications that do not require pre-placement physical may only be required to submit a statement from a physician certifying as to the employee's physical and or mental ability to resume duties of the employee's position when they return from a medical related leave of absence. Employees in classifications that do not require pre-placement physical may only be required to submit a statement from a physician certifying as to the employee's physical and or mental ability to resume duties of position when they return from a medical related leave of absence.

G. Whenever an employee has been granted a leave 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.

l. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. The appointing authority proposing that the separation be taken shall provide the employee with written notice of the proposed absent without leave separation which must include:

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

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

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

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

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

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

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

7. Appeal of Absence Without Leave Separation

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

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

expiration of a leave of absence including the employee's reasons for their failure to obtain an approved leave.

J. A leave of absence without pay may be granted for any of the following reasons:

1. Illness or disability.
2. Pregnancy or the birth or adoption of a child.
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.

K. An employee may appeal the denial of a leave of absence without pay by filing a written appeal at Step 4 of the Grievance Procedure. Such an appeal shall be filed within ten (10) calendar days of receipt of notice of the denial of the request for a leave of absence without pay. The parties agree to expedite the scheduling of mediation in order to provide the employee with a timely disposition of their appeal.

The Director of Human Resources will render a final decision in regard to the requested leave of absence without pay within three (3) calendar days following mediation. The decision of the Human Resources Director shall be final and not subject to further appeal.

14. HOLIDAYS

A. Eligibility

1. Only regular, 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 workday 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 must not use annual/vacation leave, sick leave or comp time on the day after a holiday if the employee's 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 the employee's basic workweek relates to forty (40) hours, regardless or work scheduled.

B. Holidays Worked

1. Any employee who is required to work on a fixed paid holiday, which is part of the employee's 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 full paid holiday shall be entitled to eight (8) hours of compensatory time off. A full-time employee whose regularly scheduled day

off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule time off within the fiscal year it was earned. Holiday compensatory time off shall count as time worked for purposes of overtime.

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.B.e of this Memorandum of Understanding.

3. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday. The half-day (1/2) holidays (Christmas Eve Day and New Years' Eve Day) shall generally be scheduled on the workday prior to the day the holiday (Christmas Day and New years' Day) falls on.

4. For employees on a 4-10 or 9-80 modified workweek, if a holiday falls on the employee's regularly scheduled day off, the employee shall be entitled to eight hours of comp time off. If a holiday is celebrated on a scheduled workday, the employee is granted the day off and leave is deducted from the accrued leave balances for the hours, which that day's schedule exceeds the eight (8) hour holiday. If the employee has no comp time or vacation leave balance, the time will be recorded as leave without pay.

C. **Holidays**

1. Fixed Paid Holiday Include:

January 1st – New Year's Day
The third Monday in January – Martin Luther King's Birthday
February 12th - Lincoln's Birthday
The third Monday in February - Washington's Birthday
The last Monday in May - Memorial Day
July 4th - Independence Day
The first Monday in September - Labor Day
The second Monday in October – Indigenous Peoples' Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor
Friday - the day after Thanksgiving Day
December 24th – Christmas Eve (Last four (4) hours of shift)
December 25th - Christmas Day
December 31st – New Year's Eve (Last four (4) hours of shift)

The County will recognize Juneteenth as an unpaid holiday but will not close County services. Employee may use their accrued holiday leave or a floating holiday.

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

3. Other Paid Holidays Include:

   a. Effective January 11, 2020, floating holidays shall be increased from one (1) to two (2) paid floating holidays in each calendar year. The timing of an employee's use of the floating holiday shall be subject to advance approval of the Department Head or the department head's designee.

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

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

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 thirteen (13) full pay periods from the date of appointment ending with the last day of the thirteenth (13th) full pay period, with the exception of Employment Benefits Specialist (EBS)I's and Employment Resource Specialist (ERS)I's, who shall serve a probationary period of thirteen (13) full pay periods, from the start date of the training class. The Department is not allowed to hire employees in the classes of EBS I or ERS I more than two pay periods prior to the start of the training class.

B. All full-time employees who transfer from one department to another shall serve a probationary period of thirteen (13) full pay periods from the date of transfer. In addition, all full-time employees who are promoted shall serve a probationary period of thirteen (13) full pay periods from the date of promotion ending with the last day of the thirteenth (13th) pay period.

C. All part-time employees shall serve an extended probationary period beyond thirteen (13) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.

D. An employee who is permitted by the employee's department head to work beyond the end of the probationary period shall be deemed to have passed the employee's probation period.

The initial or promotional probationary period may exceed thirteen (13) full 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 shall not exceed twenty-six (26) full pay periods. The Union shall be provided a copy of any extension by mutual agreement to a probationary period that is allowed by this provision.

E. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) 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 of every twenty-six (26) pay periods after reaching the top step of the salary range of the class in which they are employed.

G. Not later than two (2) pay periods prior to the end of an employee's probationary period, the department head or their designee shall provide a probationary period performance evaluation.

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 probationary period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cased, the appeal and hearing shall be processed in accordance with Section 1.03 of the Civil Service Rules.

B. An employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which the employee has been promoted or transferred shall have the right of appeal in accordance with Section IX of the Civil Service Rules.

Retreat to Vacant Positions

A. An employee rejected during the probation period from a position to which the employee has been promoted or transferred may be restored to their former position. Such restoration is not mandatory, but is at the discretion of the department head, within the limits of available authorized positions.

B. Any employee who (1) has completed an initial County probationary period and obtained regular status; (2) is promoted from one class to another, both of which are in the same department and 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 included 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.

C. 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 subject to these provisions;

   c) The employee meets the minimum qualifications for the class;

d) The salary range for the class does not exceed the salary of the class held immediately prior to promotion;

e) 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. LAYOFF

A. Employees whose layoff date is effective during a month will continue to receive medical, dental, vision and life insurance coverage during that month.

B. 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.

C. The County will preferentially certify (i.e. forward their names separately to appointing authorities for consideration prior to the provision of other certification lists) 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 journeyperson level).

16.1 Twenty-Four (24) Months Continuous Service

1. 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 the Director's designee, will have continuous service credited to the employee for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility.

-OR-

2. An employee who has completed their probationary period is laid off, and subsequently reemployed in a full-time position, within twenty four (24) months, by approval of the Director of Human Resources or the Director's designee, will have continuous service credited to the employee 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. If, the County projects that expenditures will exceed revenues on a fiscal year basis without regard to the funding source, the Board of Supervisors at its sole discretion shall have the right to implement unpaid furlough days; including the closure of County facilities; or for those work units not subject to closure, the scheduling of a corresponding reduction in pay.

B. The total number of days the County will close or otherwise furlough employees will be determined at the sole discretion of the Board of Supervisors for up to twelve (12) workdays per fiscal year (July 1 to June 30).

C. A facility closure shall not apply to twenty-four-hour institutions and operations designated by the County Administrator to be twenty-four-hour operations, specified law enforcement functions, or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or the County Administrator.

17.2 Employees' Pay Reductions/Accrual of Deferred Hours

A. This provision applies to all employees except those employees who are exempt from deferred hours as specified in Section 17.3.

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

A. 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.

B. Employees that cannot be subject to a closure or furlough as determined in Section 17.1 and 17.3 above, shall be subject to a reduction in pay of 4.62% to total an amount to equal to the value of the number of furlough day imposed by the Board of Supervisors.

17.4 Paid if Required to Work

Employees who are subject to the furlough 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

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

B. Neither the County's projection of revenue and expenditures, nor the exercise of the Board of Supervisors' discretion to implement a furlough, shall be subject to the grievance /arbitration provisions of the MOU.

C. Prior to invoking the County's authority to implement a furlough, the County will notify the Union of the decision, the dates of the operations/facility closures and the required number of furlough days.

D. Expiration of the MOU does not alter the status quo ante as it relates to this provision. This provision shall expire September 30, 2016.

18. DISCIPLINARY ACTION

The appointing authority may dismiss, suspend, or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed:

A. **Procedure**

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

   a. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).

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

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

   d. A statement advising the employee of the right to respond to the charges either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.

   e. A copy of all proposed disciplinary actions and/or disciplinary actions will be provided to SEIU Local 1021.

2. If the employee elects to respond in person, a meeting shall be scheduled with the department head or their designee at which 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 contained in the written order. The appointing authority shall provide notice to the employee of the disciplinary action to be taken and of the employee's right to appeal must be made.

B. **Appeal Process**

Any employee may either appeal such dismissal, suspension, or demotion to the Civil Service Commission or file a grievance in accordance with Section 19 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed within ten (10) calendar days of receipt of such charges. Grievances filed in accordance with **Section 19** of this Memorandum of Understanding must be filed within ten (10) calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Director of Human Resources or the Director's designee within ten (10) calendar days of the time at which the affected employee was notified of such action.

An employee may not both appeal to the Civil Service Commission and file a grievance under **Section 19** of this Memorandum of Understanding.

Should employee elect to appeal a disciplinary matter either through arbitration or the civil service commission; they shall be barred from electing the other appeal option for a period of three (3) years for any subsequent disciplinary action.

C. **Non-Disciplinary Medical Termination**

An employee may file a grievance at Step 2 within ten (10) calendar days of the date they received a written notification of a non-disciplinary termination of their employment due to their medical condition (excluding disability retirement).

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

19.2 Grievance Purpose

The purpose of this procedure is:

A. To resolve grievance 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

Grievances shall be processed in the following manner

A. **Step 1. Informal Discussion**

Any employee who believes that they have a grievance shall discuss their complaint with the employee's immediate supervisor (or such management official designated by the department head) within fifteen (15) calendar days of the incident or occurrence. This meeting shall be held in an effort to resolve the grievance informally. The Immediate supervisor/management official shall have ten (10) calendar days from the date of the informal discussion to respond to the employee. If an agreement is reached to resolve the issue, the supervisor will confirm the outcome in writing.

If the management official's response does not resolve the grievance, the employee has ten (10) calendar days from the management official's response date to file the

grievance in writing with the department head or their designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was due to file the grievance in writing with the department head or the department head's designee.

B. **Step 2. Department Head and/or the Designated Representative**

The department head or their designated representative will meet with the grievant and the grievant's 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 the Director's designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

C. **Step 3. Director of Human Resources**

Any official of the Union may notify the Director of Human Resources or the Director's designee in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources or the Director's designee shall have twenty-one (21) calendar days in which to investigate the issues, meet with complainant and attempt to reach a satisfactory resolution of the problems. No grievance may be processed under Step 4 or 5 below which has not first been filed and investigated in accordance with Step 3.

D. **Step 4. Mediation**

1. 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.

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

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

E. **Step 5. Arbitration**

If the grievance is not resolved at Step 4, the Union or the County may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or the Director's designee.

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

After the receipt of the list, and following a toss of coin to determine which party shall strike first, 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 completion of mediation.

19.4 Timeliness of Grievances and Responses

A. 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.

B. If any of the time periods for processing a grievance, as outlined above, end on a day which is not a normal County workday (i.e. a weekend or recognized County holiday) the timelines shall be extended to 5:00 pm on the next regular County work day.

19.5 Scope of Arbitration Decisions

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

B. No arbitrator shall 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, and unless such dispute falls within the definition of a grievance as set forth in **Section 19.1**, Grievance **Definition.**

C. Proposals to add to or to change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitral 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.

D. If the Director of Human Resources in pursuance of the procedures outlined in **Section 19.3, Paragraph (C)** above in pursuance of the provisions of **Section 19.3, Paragraph (D)** above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration pursuant to **Section 19.3 Paragraph (E)** and the arbitrator finds that the County had the right to take the action complained of,

the arbitrator may not substitute their judgment for the judgment of management and if the arbitrator finds that the County had such right, they may not order reinstatement and may not assess any penalty upon the County.

19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. 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 this Section 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 **paragraph (C), (D) or (E) of Section 19.3**, Grievance Steps above shall be taken unless it is determined that the employee is not availing themselves of such option.

C. No action under **Section (C), (D) or (E) of Section 19.3**, Grievance Steps, 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 Director of Human Resources 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. Workday

Except as may otherwise be provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all regular, probationary full-time employees. Unless otherwise determined by the department, each workday shall include a lunch period of not less than thirty (30) minutes to be taken approximately midpoint during the workday. The lunch period shall not be considered part of the eight (8) to (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period. The Social Services staff shall work a workday that conforms with an eighty hour pay period and, except for Social Services staff assigned to or volunteering for the late emergency response shift; differential does not apply to such a workday.

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 work week schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ, from the normal schedule, upon recommendation of the department head and approval of the County Administrator and 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 services in excess of forty (40) hours when public necessity or convenience so requires. See **Section 20.2** of this MOU for provisions concerning overtime work.

C. Alternative Workweek/Work Hours

The hours of work for County employees are established to ensure that efficient and effective services are delivered to County customers and clients. While the County's general hours of operations are specifically structured to support the needs of customers and clients, alternative work schedules can enhance the public's access to County services. In those cases where alternative work schedules have been or will be instituted, such alternative work schedules(s) will continue to be instituted and maintained based on the specific circumstances and factors which enhance public service, and may be specific to designated positions or work groups.

Alternative workweeks shall be instituted as a result of an agreement between the Union and a department head, specifying the terms and conditions of the workweek schedule. Each employee on the alternative workweek schedule should sign and receive a copy of the agreement. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the recommendation of the department head and approval of the County Administrative Officer and the Board of Supervisors. This Section does not restrict the ability of a department head to modify an individual employee's schedule. In the event the department modifies an individual employee's work schedule, the Department Head will provide the employee with

written notice, seven (7) calendar days in advance of the change. The written notice will include the reason for the change in schedule. If requested by the employee, the Department Head or designee will meet with the employee regarding the change.

In the event the County discontinues the 4-10 workweek, the County shall reinstate the 9-80 work schedule for those County employees previously working such a schedule. Additionally, the County and the Union will meet and confer regarding the impact of the change in their work schedule for employees who never worked the 9-80 schedule.

Alternative work schedules may provide a variety of day off options.

D. 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 workday. 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 workday. Authorized rest period time taken shall be counted as time worked.

E. Holiday Adjusted Time

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

As of July 9, 2019, the Department of Child Support Services and the Health and Social Services Department each has an Adjusted Time Off program, for which the County and SEIU have completed the meet and confer process. This Holiday Adjusted Time Off provision does not supersede the Department of Child Support Services or the Health and Social Services Department's implemented Adjusted Time Off program for provisions different than, or other to, fixed County holidays.

20.2 Overtime

A. Overtime Work Defined

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

B. Overtime Payment - All overtime work shall be compensated as follows:

1. Employees incumbent in classifications designated as 02 in this agreement shall be granted compensatory time off for all time worked in excess of 40 hours in a

week, at straight time, whenever an accrual balance is at or above 40 hours, the employee may elect to receive straight time pay for overtime worked.

2. Employees covered under FLSA (designated as 09) shall be paid for all time worked in excess of 40 hours in a workweek at one and one-half times the regular rate of pay; however, employees may be granted, at the sole discretion of the department head, compensatory time off at one and one-half hours off for each hour worked, except that employees shall have the option of determining the method of overtime payment (cash or CTO) for the first forty (40) hours of overtime worked in each fiscal year. Time off on recognized fixed County holidays shall be considered time worked for overtime calculation purposes.

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

4. Any CTO accumulated in excess of eighty (80) hours by an employee covered under FLSA 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 employees' accrual balance shall be reduced to eighty (80) hours and payoff shall be made to the employee prior to the end of the fiscal year in which it was earned.

5. Permanent and probationary employees shall be compensated at one and one-half time their normal hourly rate of pay for the actual time required to be in attendance for County work related court appearances during off-duty hours with a minimum of three (3) hours for all court periods spent which are less than three (3) hours.

6. 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.

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

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

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

10. 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.

11. No regular, 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 the employee has the approval of their department head.

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

13. Employees who are terminating their employment for reasons other than paid County retirement shall not use comp time as their termination date (e.g. requesting comp time to begin 3-7 and the actual termination date to be 3-13, etc.)

21. NO STRIKE/NO LOCKOUT

A. The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of affecting changes in the directives or decisions of management of the County, not to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

B. The County agrees not to engage in any lockout during the term of this Memorandum.

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 the employee's 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 upon approval of the Board of Supervisors. 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 does not receive a sustained citation, 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 the employee's regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a regular work site assignment in Fairfield, who drives to Sacramento and back home on County business, would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)
5. An employee at the end of a work schedule who drives from a regular work site to another County work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two County work locations.

D. Evidence of Insurance

Prior to operating a personal vehicle on County business, employees shall file evidence of insurance with their department head, which reflects the current level of coverage.

Required Coverage:

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

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

22.3 Conflict of Interest

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

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

22.4 Personnel File

A. The official personnel file for each County employee shall be maintained by the Human Resources Department. An employee or their representative shall have the right to review the employee's official personnel file in Human Resources by scheduling a specific date and time, with the Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.

B. A copy of any Personnel Action Forms, performance reviews, written reprimands, commendations or disciplinary actions placed in the employee's personnel 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. The employee may be requested to acknowledge the receipt of any documents entered into the employee's personnel file. In the event the employee refuses to sign acknowledgement, the supervisor shall indicate such on the document. Any additional copies of documents from the employee's personnel 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.

C. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

22.5 Contracting Out

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

Before any work is contracted out, the County must negotiate with the Union over possible alternatives to contracting out.

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

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

22.6 Joint Labor Management Committee

A. There is established between the Department of Health and Social Services and SEIU Local 1021, CtW, CLC a Joint Labor/Management Committee.

B. The Joint Labor/Management Committee will meet every other month. The Committee may meet more often by mutual agreement.

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

1. Consistency of Department operations with policies
2. Communications
3. Workload distribution
4. Morale
5. New Department procedures
6. New Program initiatives
7. Caseloads (Any recommendations for changes within the scope of representation will be referred to the formal meet and confer process.)

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

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

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

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

G. Joint Committee Meetings shall be composed of up to four (4) employees representing the Union, along with their Field Representative and four (4) employees representing management, along with the Appointing Authority or designee.

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

I. The County agrees that the topic of Social Worker Safety be discussed during an H&SS Joint Labor Management meeting of which a special subcommittee shall be formed to address worker safety concerns.

22.7 Not in Use

22.8 Departmental Position Allocation List

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

A. The purpose is to rehabilitate an employee (a) whose physical capacity has been reduced because of a County work-related injury or illness; (b) who is unable to competently perform the duties of the employee's former job; but (c) who the County Health Officer has certified as physically able to perform the duties of the position to be temporarily allocated.

B. It is for a specific period of time, all of which is within the same fiscal year.

C. Sufficient funds are available in the budgets and cost reduction plans of the departments affected to fund the positions.

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

22.9 Assumption by County of Functions and Personnel of Another Governmental Agency

When the functions of other governmental agencies are assumed by the County, the employees who perform these functions may be included within this County's Civil Service. The Civil Service Commission shall determine their status in each instance and it shall be equivalent to the status the employees would have had, had they been a County employee during the terms

of their employment. If the salary of an employee is higher than that considered appropriate for the class in the County service, the salary of such employee shall be frozen at its current dollar amount until such time as it is equaled or exceeded by the salary for that class or until the period of calendar time indicated in the Y-Rate schedule has elapsed, whichever is sooner. If the governmental agency is a non-Merit System jurisdiction, the employees of that agency shall be required to take a non-competitive qualifying examination prior to inclusion in the County's Civil Service.

22.10 Internal Transfers and Reassignment

A. Voluntary Transfers - When the Health and Social Services Department determines that a vacancy is to be filled by internal transfer, it shall post the opening (using the Department Intranet or other means), whenever reasonably possible. Employees will be allowed to submit transfer requests. Employees not granted a transfer, may request a verbal explanation as to why the transfer was denied. Seniority (or inverse seniority for involuntary transfers) shall be one consideration in making transfers.

B. Involuntary Reassignment - Normally, the Department will notify an employee of an involuntary reassignment at least seven (7) calendar days in advance, except in emergency situations or unforeseen circumstances. Following the issuance of such notice to an employee(s), the Union may present alternatives or suggestions concerning the involuntary reassignment for the Department's consideration.

23. SEVERABILITY

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

24. FULL UNDERSTANDING

The parties acknowledge that each has had the unlimited right and opportunity to raise, discuss, and meet and confer with the other on all matters within the scope of representation and that the agreements reached between the parties are fully set forth herein in writing. There are no agreed upon terms, promises, or conditions except as expressly set forth in this Agreement. Except as otherwise mandated by applicable state or federal law, the employees' entitlement to economic rights and benefits of County employment derive exclusively from the express terms of this Agreement. Pursuant to this Article, the County may from time to time provide employees with additional economic benefits and may regulate employee conduct through its Personnel Policies as they currently exist or as the County may revise them from time to time, subject to the County's obligations under Government Code 3500 et seq.

25. AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict

with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the County. The Union may grieve any failure by the County to notify the Union of potential conflicts between this MOU and reasonable accommodations provided to employees.

26. NO DISCRIMINATION

A. There shall be no discrimination because of race, creed, color, national origin, sex, marital status, sexual orientation, age, or legitimate union activities against any employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties to the position.

B. The County will not tolerate harassment of County employees by any other employee of the County. Harassment is defined as any treatment of an employee, which has the purpose, or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome conduct of a sexual nature, arbitrary or capricious changes of assignment of an individual or of a particular sexual, racial or minority group, or display of a hostile attitude (including but not limited to yelling, swearing and verbal abuse) toward an employee by a supervisor or by a fellow employee.

County Representatives

09/09/2026
Niger Edwards — Date
Director of Human Resources

09/09/2026
Charles Sakai — Date
Chief Negotiator

Neely Carpenter (Sep 9, 2026 16:08:39 PDT) 09/09/2026
Neely Carpenter — Date
Deputy Director H&SS-Soc Prog CWS

unavailable to sign
Terry McManus — Date
Chief Welfare Fraud Investigator

Megan Wong 09/09/2026
Megan Wong — Date
Assistant Director of Library Services

Jessica Smith 09/10/2026
Jessica Smith — Date
Human Resources Manager

Larita Clow 09/10/2026
Larita Clow — Date
Human Resources Analyst

Service Employees International Union

Nato Green (Aug 13, 2026 11:53:40 PDT) 08/13/2026
Nato Green — Date
Chief Negotiator

David Canham (Aug 13, 2026 13:30:24 PDT) 08/13/2026
David Canham — Date
SEIU Executive Director

Emma Gerould (Aug 13, 2026 14:13:59 PDT) 08/13/2026
Emma Gerould — Date
SEIU 1021 Field Director

Sandra Wall (Aug 13, 2026 14:26:13 PDT) 08/13/2026
Sandra Wall — Date
SEIU 1021 Representative

Nicole Chavira Garcia (Aug 13, 2026 14:28:17 PDT) 08/13/2026
Nicole Chavira-Garcia — Date
SEIU 1021 President

Tazamisha Alexander (Aug 13, 2026 14:49:31 PDT) 08/13/2026
Tazamisha Alexander — Date
SEIU 1021 Member

Simone Arnett (Aug 17, 2026 08:42:16 PDT) 08/17/2026
Simone Arnett — Date
SEIU 1021 Vice President

08/17/2026
Linda Cheesman — Date
SEIU 1021 Member

Jaron West (Aug 18, 2026 12:45:56 PDT) 08/18/2026
Jaron West — Date
SEIU 1021 Member

08/18/2026

Lor Vue — Date
SEIU 1021 Member

08/18/2026

Jeff Bell — Date
SEIU 1021 Member

Jennifer Lariviere
Jennifer Lariviere (Aug 19, 2026 08:48:58 PDT)

08/19/2026

Jennifer Lariviere — Date
SEIU 1021 Member

08/20/2026

Jose Ortiz — Date
SEIU 1021 Member

Francisco Piedra
Francisco Piedra (Aug 20, 2026 15:47:25 PDT)

08/20/2026

Francisco Piedra — Date
SEIU 1021 Member

Juan Aveytia
Juan Aveytia (Aug 20, 2026 16:42:07 PDT)

08/20/2026

Juan Aveytia — Date
SEIU 1021 Member

APPENDIX A. LISTING OF CLASSIFICATIONS

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

Appeals Specialist
Clinical Psychologist
Clinical Psychologist (Entry)
Clinical Services Associate
Consumer Affairs Liaison
Crisis Specialist
Dep PubAdmin/PubGuard/PubCons
Eligibility Benefits Spec I
Eligibility Benefits Spec II
Eligibility Benefits Spec III
Employment Resources Spec I
Employment Resources Spec II
Employment Resources Spec III
Mental Health Clinician (Lic)
Mental Health Clinician (Reg)
Mental Health Specialist I
Mental Health Specialist II
Patient Benefits Specialist
Social Services Worker
Social Worker I
Social Worker II
Social Worker III
Staff Development Trainer
Victim/Witness Assistant

APPENDIX B. SALARY SCHEDULE

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

Job Title – Unit 5	Step 1	Step 2	Step 3	Step 4	Step 5
Appeals Specialist	$6,947.21	$7,294.57	$7,659.30	$8,042.26	$8,444.37
Clinical Psychologist	$8,992.00	$9,441.60	$9,913.71	$10,409.40	$10,929.87
Clinical Psychologist (Entry)	$7,195.74	$7,555.53	$7,933.34	$8,330.00	$8,746.50
Clinical Services Associate	$7,205.79	$7,566.08	$7,944.39	$8,341.60	$8,758.69
Consumer Affairs Liaison	$6,577.93	$6,906.82	$7,252.16	$7,614.77	$7,995.51
Crisis Specialist	$5,624.98	$5,906.25	$6,201.55	$6,511.65	$6,837.21
Dep PubAdmin/PubGuard/PubCons	$6,442.89	$6,765.04	$7,103.29	$7,458.46	$7,831.38
Eligibility Benefits Spec I	$5,025.11	$5,276.37	$5,540.19	$5,817.20	$6,108.06
Eligibility Benefits Spec II	$5,529.11	$5,805.56	$6,095.84	$6,400.63	$6,720.67
Eligibility Benefits Spec III	$6,014.98	$6,315.73	$6,631.52	$6,963.10	$7,311.25
Employment Resources Spec I	$5,529.11	$5,805.56	$6,095.84	$6,400.63	$6,720.67
Employment Resources Spec II	$6,079.22	$6,383.18	$6,702.34	$7,037.46	$7,389.33
Employment Resources Spec III	$6,616.15	$6,946.96	$7,294.31	$7,659.02	$8,041.97
Human Services Support Spec	$6,616.16	$6,946.96	$7,294.31	$7,659.03	$8,041.98
Mental Health Clinician (Lic)	$8,806.71	$9,247.05	$9,709.40	$10,194.87	$10,704.61
Mental Health Clinician (Reg)	$8,006.25	$8,406.57	$8,826.89	$9,268.24	$9,731.65
Mental Health Specialist I	$5,114.05	$5,369.76	$5,638.24	$5,920.16	$6,216.16
Mental Health Specialist II	$5,624.98	$5,906.25	$6,201.55	$6,511.65	$6,837.21
Patient Benefits Specialist	$5,529.11	$5,805.56	$6,095.84	$6,400.63	$6,720.67
Social Services Worker	$5,529.11	$5,805.56	$6,095.84	$6,400.63	$6,720.67
Social Worker I	$6,616.15	$6,946.96	$7,294.31	$7,659.02	$8,041.97
Social Worker II	$7,278.26	$7,642.17	$8,024.28	$8,425.50	$8,846.77
Social Worker III	$8,006.25	$8,406.57	$8,826.89	$9,268.24	$9,731.65
Staff Development Trainer	$6,947.21	$7,294.57	$7,659.30	$8,042.26	$8,444.37
Victim/Witness Assistant	$6,039.70	$6,341.68	$6,658.75	$6,991.73	$7,341.28

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

   Effective concurrently with the 3% wage increase described in paragraph 2 above, the County will provide market equity increases for the following classifications. The COLA and equity adjustments will be cumulative and not compounded (e.g., Animal Control Officer will receive a 7.9% equity adjustment plus a 3.0% COLA for a total of 10.9%).

1. Animal Control Officer: 7.9%
2. Animal Control Officer, Senior: 1.9%
3. Environmental Health Specialist (Journey): 5.2%
4. Environmental Health Specialist (Senior): 0.5%
5. Ag Biologist/Weights and Measures Inspector: 5.2%
6. Ag Biologist/Weights and Measures Inspector, Senior: 5.5%
7. Info Technology Analyst II: 13.8%
8. Info Technology Analyst III: 8.4%
9. Info Technology Analyst IV: 8.4%
10. Business Systems Analyst: 8.4%
11. Business Systems Analyst Senior: 8.4%
12. Legal Secretary: 6.4%
13. Legal Secretary Senior: 6.4%
14. Clerical Operations Supervisor: 7.7%
15. Librarian: 7.8%
16. Literacy Program Assistant: 7.8%
17. Literacy Program Assistant Senior: 6.1%
18. Library Assistant: 14.9%
19. Library Assistant Senior: 7.8%
20. Library Assistant, Supervising: 4.2%
21. Library Associate: 1.1%
22. Paralegal: 20.4%
23. Paralegal, Senior: 20.4%
24. Physical Therapist: 11.4%
25. Occupational Therapist: 11.4%
26. Public Health Nurse: 9.1%
27. Public Health Nurse Senior: 2.9%
28. Public Safety Dispatcher: 11.6%
29. Public Safety Dispatcher, Senior: 9.8%
30. Public Safety Dispatcher Technician: 6.5%
31. Public Safety Dispatcher Supervising: 3.2%

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

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

3. Effective October 25, 2026, the base wage rates will increase by two percent (2%) of the base wage rates in effect the day before such increase takes effect.

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

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

4. Effective July 4, 2027, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

APPENDIX C.

NOT IN USE

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APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION

Agreement between the County of Solano and SEIU, Local #1021 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:

1. Amount due to the County each year = Total cost divided by 20 years.
2. Annual per employee pay back = Divide the annual amount due to the County each year by the average number of employees for the prior year.
3. Average pay back per employee per pay period = Divide the annual per employee pay back by 26 pay periods.
4. The percentage amount deducted from each employee = Divide the average pay back per
5. Employee per pay period by the average per pay period of PERS Reportable salary.
6. The percentage amount deducted from each employee shall be no more than 3% cap.
7. The amount deducted shall be with pre-tax dollars, as permissible by the IRS.
8. The amount due from each employee will be the first pay period in November.
9. 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.

APPENDIX D. REGARDING PAYMENT OF ENHANCED PENSION, continued

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 sharing will end after 20 years (November 2022)

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. IMPACT 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 1st pay period)	Furlough hours pro-rated based on scheduled number of hours to be worked.	Example: EE starts work Tuesday after Monday holiday (works 72 hours of pay period) = 90% of

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