

MEMORANDUM OF UNDERSTANDING

For

**Solano County Deputy Sheriff's
Association
Unit #3**

September 7, 2008 - October 1, 2011

**MEMORANDUM OF UNDERSTANDING
DEPUTY SHERIFF'S ASSOCIATION**

Unit #3

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MEMORANDUM OF UNDERSTANDING
DEPUTY SHERIFF'S ASSOCIATION
Unit #3
September 7, 2008 - October 1, 2011

Pursuant to direction from the Solano County Board of Supervisors, the Director of Human Resources as the County's designated representative, and the Solano County Deputy Sheriffs' Association, the recognized employee organization for Unit #3, Law Enforcement Employees, as specified in Employer-Employee Relations Rules and Regulations, Article 4, Section 14, have entered into the process of meeting and conferring on salaries, employee benefits and other terms and conditions of employment in accordance with Section 3500 et seq., of the California Government Code. Agreement has been reached. Subject to the recommendation of the Director of Human Resources and ratification by membership, the following are jointly recommended to the Board of Supervisors for the period of September 7, 2008 through October 1, 2011. Unless otherwise specified, any changes in the provisions contained herein are effective the first pay period upon approval by the Board of Supervisors of this agreement.

SECTION 1. RECOGNITION

Solano County recognizes the Solano County Deputy Sheriffs' Association, (hereinafter designated as "Union") as the exclusive bargaining representative, as provided in Article 4 of the Solano County Employer-Employee Relations Rules and Regulations, for all employees in Representation Unit #3.

SECTION 2. UNION SECURITY

- A.** The County agrees to provide employees with a payroll deduction option for the payment of dues to the Union.
- B.** Any Unit employee currently employed or hired after the date of ratification of this agreement, and adoption by the Board of Supervisors may sign up for Payroll Deduction on the Maintenance of Membership Form only (Appendix "C"). If the Unit employee opts for such deduction, it is understood that the dues will be deducted for the duration of this agreement, or until the last day of the full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. Unit employees are free to discontinue dues deduction by notifying the Payroll Bureau of the Auditor- Controller's Office, in writing, during the month of May, for effectivity beginning with the following July deductions.
- C.** Dues deductions shall be made to the extent that net pay is available after mandatory deductions have been made from the gross pay of any pay period. Mandatory deductions include PERS, State and Federal Taxes, F.I.C.A., garnishments, etc.

- D.** It is understood that employees are free to authorize dues deduction at any time. However, employees may not discontinue membership during the term of the Memorandum of Understanding, except as otherwise provided in this section.
- E.** Dues deduction shall not be retroactive
- F.** The County will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- G.** It shall be the sole responsibility of the Union to procure and enforce payroll deductions of dues from Unit employees, and to see that the necessary form is properly completed and delivered to the County Payroll Bureau of the Auditor- Controller's Office.
- H.** The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis.
- I.** The Union shall indemnify, defend and hold the County of Solano, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the County, its officials, agents and employees in complying with this section. The Union shall promptly refund to the County any funds received in accordance with this agreement, which are in excess of the amount of dues, which the County has agreed to deduct.

SECTION 3. HOURS OF WORK

A. WORK HOURS

SAFETY - EXCLUDING D.A. INVESTIGATORS

One hundred sixty (160) hours per 28 day period shall be the standard work period.

NON-SAFETY AND D.A. INVESTIGATORS

Forty (40) hours per seven day period shall be the standard work period.

B. WORKDAY

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) hours of work shall constitute a day's work for all permanent and- probationary full-time employees. The lunch period shall not be considered part of the eight (8) hours of work, except in operations where the employee continues to work during the lunch period.

During the annual time changes from Pacific Standard Time to Daylight Savings Time and Daylight Savings Time to Standard Time, employees will be paid for actual hours

worked. Shift time lost due to the time change may be made up by using accrued compensatory time off (CTO), vacation time, or with the concurrence of the Department Head, working an additional hour. Employees who do not have sufficient leave accruals and who do not work the additional hour will be recorded as time without pay.

C. WORKWEEK

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, department heads may establish workweek schedules, which differ from the normal schedule, upon recommendation of the County Administrator and approval by the Board of Supervisors. It shall be the duty of each department head to arrange the work of his/her 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 his/her department to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires.

D. AVAILABLE FIXED SCHEDULES (For All Unit Employees)

Following are examples of existing fixed schedules; a) 5 days work/2 days off and 8 hours per work day, b) 4 days work/3 days off and 10 hours per work day, c) 9/80 schedule 8 days at 9 hours and 1 day at 8 hours, d) Deputy Sheriff classifications, 12 hour schedule, 6 days work @ 12 hours, 1 day of work @ 8 hours in an eighty (80) hour fourteen (14) day pay period.

E. ALTERNATE SCHEDULE

Should the Department Head elect to end the 4/10 schedule, employees shall either be returned to the 5/8 schedule or a new alternate schedule. In either case, the County shall provide notice to the Association and, upon request, meet and confer.

Deputy Sheriff's assigned to the 4-10 schedule shall work 4 days on/3 days off and 10 hours per workday.

F. TIME OFF

1. Regardless of the schedule worked, all employees will accrue time off based on the five days per week, two days off (regular) work schedule.
2. Days in all work schedules shall be charged as time off based upon the number of hours missed (i.e. ten hours for a 4/10 schedule, twelve hours for a twelve hour schedule; etc).
3. Holiday compensatory time off for employees in patrol shall be taken off only on "overlap" Wednesdays for so long as the 4/10 schedule remains in effect.

G. SHIFT ASSIGNMENTS - PATROL

Once every twelve (12) months, full-time Deputy Sheriffs assigned to patrol shall indicate their team preference. Currently, patrol has four (4) teams; two (2) teams work day shift and two (2) teams work night shift. The Department shall then assign teams taking into account operational needs, indicated employee preference, special needs/skills, etc. All things being equal, length of service shall be used as an additional determining factor.

No Deputy Sheriff shall occupy the same team for more than two (2) consecutive rotations.

When a vacancy on a team occurs during a shift period, the Department shall fill that vacancy with another employee of their choosing for the remainder of the assignment period. Probationary employees shall be assigned at the discretion of the Department. If necessary, the Department may reassign other employees for the purpose of assigning probationary employees.

Should the Department's scheduling practice change, relative to teams and/or shifts, the parties shall reopen negotiations on rotation requirements only.

H. SCHEDULE CHANGES

Employees assigned to fixed work schedules shall have specified starting and ending times to their work shifts. These employees shall have a fixed number of hours per shift. However, they may not have the same starting and ending times for their shifts on each workday. Except in cases of emergency, employees shall be provided at least seven (7) calendar days notice prior to a change in their work schedule. On the mutual agreement of the employee and the Department, employees' schedules may be modified without the seven (7) day notice requirement.

I. BREAKS

Employees working work schedules of work shifts of ten (10) hours or less shall be entitled to one (1) thirty (30) minute lunch break and two (2) fifteen (15) minute breaks. Employees working shifts in excess of ten (10) hours shall be entitled to one (1) forty-five (45) minute lunch break and two (2) fifteen (15) minute work breaks. Compensated lunch and break period are understood to be considered work time and the employee may be required to perform work.

SECTION 4. PROBATION PERIOD

1. All new or re-employed employees in full-time regular positions shall serve a probationary period of 26 biweekly full pay periods extending from the date the

employee successfully completes P.O.S.T. Academy training. No probation period shall exceed a total of 39 full pay periods.

2. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
3. 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.
4. There shall be an evaluation of each employee's job performance seven (7) pay periods from the date of appointment to a regular or limited-term position and before any merit increase or every twenty-six (26) pay periods after reaching the top step of the salary grade for the class in which they are employed.
5. Two (2) pay periods prior to the end of an employee's probation period, the department head shall be advised in writing that the employee's probation period is coming to an end. The department head shall advise the Director of Human Resources in writing, prior to the end of the employee's probation period whether he/she wishes to grant permanent status to the employee or terminate the employee's services. This recommendation will be supplemented by a formalized merit rating, which shall be discussed with the employee. The probation period may not be extended except as provided in 3, above.

A. Rejection of Probation

1. A probationary employee may be separated from the service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Section 15 of this Memorandum of Understanding.
2. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted or transferred shall have the right of appeal in accordance with Section 15 of this Memorandum of Understanding.

B. Retreat to Vacant Positions

1. Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which he/she had been promoted or transferred, may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the department head of the position to be retreated into within the limits of available authorized positions.

2. Any employee who (1) has completed an initial County probationary period and obtained permanent status; (2) is promoted from one class to another, both of which are in the same department and Representation Unit subject to these provisions; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion if a position in that class is vacant. Such restoration includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.
3. If an employee cannot be restored to the former class,
 - a. The employee may be appointed by the department head to any other vacant position in any class provided:
 1. the position is in the current department;
 2. the class is in the same representation unit as the former class;
 3. the employee meets the minimum qualifications for the class;
 4. the salary grade for the class does not exceed the grade of the class held immediately prior to promotion;
 5. The Director of Human Resources concurs with the appointment.
 - b. The employee will serve a new probationary period.
 - c. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior or 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.

SECTION 5. SALARY AND OTHER COMPENSATION

A. PAY FOR NEW EMPLOYEES

Normally new employees shall be appointed at the recruiting step of the salary grade 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 appointment at step four or five must be approved by the Director of Human Resources.

B. SALARY UPON REEMPLOYMENT

1. A former employee, off probation at the time of separation, who is re-employed in the same class or in a lower class in the same series, within two (2) years, may upon the request or the head of the department in which they are being re-employed and approval of the Director of Human Resources, be appointed at some step higher than the recruiting step not to exceed one (1) step lower than the

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

2. An employee who voluntarily separates and:
 - a. Is subsequently re-employed in the same department.
 - b. Begins work within a period of not more than 180 calendar days from the last day he/she previously actually worked for the County;
 - c. Completes a new probationary period; and
 - d. Either did not withdraw from PERS or “bought-back” his/her County PERS service credits, shall, upon approval by the Director of Human Resources, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility, or any benefit other than vacation and longevity eligibility.

C. MERIT INCREASES WITHIN GRADE

1. Salary increases within a grade shall not be automatic, but shall be given only upon the affirmative action of the department head.
2. Every employee in a regular position shall have a merit increase eligibility date, which shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.

After	13 Pay Periods	13 Pay Periods	26 Pay Periods	39 Pay Periods
Salary Grade Steps	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (Tuesday, if Monday is a holiday) of the pay period, the employee's 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, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave-of-absence without pay.

In addition to the above provision, and as an exception to Section 12.G, if an employee is off work for a leave of absence with or without pay, exceeding seven (7) consecutive calendar days, within the first three (3) years of employment with the County, except for administrative leave with pay as a result of an investigation, the employee’s merit increase eligibility date shall be deferred by an amount equal to the number of full pay periods the employee was off on such leave.

An employee in a regular part-time position shall be treated identically to the employee in the regular full-time position; except, that he/she 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.

3. Two (2) pay periods prior to each employee's merit increase eligibility date, the department head shall be advised in writing that the employee will be eligible for a merit salary increase, and the department head shall advise the Director of Human Resources and the Auditor-Controller in writing, upon forms prescribed by the Director of Human Resources, prior to the employee's merit increase eligibility date whether he/she wishes to grant, deny or defer the merit increase, supplementing the department head's recommendation by a structured merit rating which has been discussed with the employee. The merit increase shall consist of one step on the grade for the class.
4. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation, such employee must be re-evaluated no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Director of Human Resources.
5. If, in the Department Head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the grade for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated four (4) pay periods following the scheduled merit increase eligibility date, but in any event, the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating, which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.
6. 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 he/she would have received dating from the merit increase eligibility date.

Salary increases shall be as set forth in Attachment A

D. SALARY UPON PROMOTION

Any permanent, probationary or limited term employee who is promoted to a position in a class with a higher salary range, shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the promotion, not to exceed the top step of the new grade. The

effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by Section 5.C of this MOU.

E. SALARY ON DEMOTION

1. When a permanent employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced or placed at a step of the lower class. His/her 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 the provisions of Section 5..D, "Merit Increases Within Grade", of this MOU.
2. When a permanent employee in good standing is demoted to a position in a lower class for physical disability or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new grade that does not exceed his/her rate of pay immediately prior to demotion and shall retain the merit increase eligibility date to which he/she was entitled prior to demotion.
3. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of Section 5.C. of this MOU. A promotional probationary employee demoted to a class formerly occupied in good standing shall have the step status, probationary status and merit increase eligibility he/she would have achieved if he/she would have remained in the lower class throughout the period of his/her service in the higher class.

F. WORKING OUT OF CLASS

1. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another vacant position in a higher classification which **(a)** is specifically allocated to the department, and **(b)** will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods. Such temporary assignment shall not be considered a promotion. That individual shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade over the salary received prior to the assignment not to exceed the top step of the new grade. Such compensation shall begin on the first working day of the third pay period the employee works out-of-class.
2. If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade provided; however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

G. BILINGUAL PAY DIFFERENTIAL

1. ELIGIBILITY

- a.** 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.
- b.** 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 for unique circumstances.
- c.** The provisions of this Section shall be limited to those employees occupying permanent, probationary, or limited-term full-time positions.
- d.** 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.
- e.** The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.
- f.** The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the County (e.g., Spanish, Filipino).

2. BILINGUAL DIFFERENTIAL ALLOWANCE

- a.** Designated employees shall be eligible to receive additional compensation at the rate of \$65.00 per pay period (approximately \$1690.00 per year).
- b.** 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.

3. TERMINATION OF COMPENSATION

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

- a.** The employee terminates his/her employment with the County
- b.** The employee is released from County employment.
- c.** The position is determined to no longer require bilingual skills.
- d.** 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.

4. PROCEDURES FOR REQUESTING THE BILINGUAL DIFFERENTIAL ALLOWANCE

- a.** Recommendations for bilingual appointments shall be submitted by the department head to the Department of Human Resources and shall include:
 - 1)** Name and class of each employee recommended for duties requiring bilingual skills.
 - 2)** A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature, and frequency of use.
 - 3)** Location of assignment
- b.** The Director of Human Resources shall evaluate the recommendation and approve or deny the request.
- c.** An employee may appeal the recommendation of the department head to the Director of Human Resources who shall approve or deny the request. The Director of Human Resources' decision may be appealed to the Civil Service Commission.
- d.** A department head may appeal denial of the request by the Director of Human Resources to the Civil Service Commission, which shall make a final decision to approve or deny the request.

H. FIELD TRAINING OFFICER DIFFERENTIAL

Deputy Sheriffs designated by the Sheriff or his/her designee, as a Field Training Officer (FTO) shall be eligible to receive additional compensation in the amount of five percent (5%) of the FTO's base pay per pay period. In order to receive such additional compensation the employee must be engaged in the training of Deputy Sheriffs at least thirty percent (30%) of the pay period.

I. CAREER INCENTIVE

The County agrees to continue Career Incentive pay to Deputy Sheriff, Deputy Sheriff (Entry), and DA Investigator as follows:

Intermediate Certificate:	An amount equal to 3% of top step of Deputy Sheriff.
Advanced Certificate:	An amount equal to 5.5% of top step of Deputy Sheriff.

J. LONGEVITY COMPENSATION

1. 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 per cent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%) over the rate for the class in which employed.
2. 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 fulltime work schedule.
3. Upon qualifying for longevity increase, any further pay increase shall be in the addition to thereto, and not restricted or reduced by reason of the longevity increase.

K. CANINE COMPENSATION

1. Agreement on hours worked – The amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation, caring, feeding, exercising, grooming, kennel cleaning, cleaning of County vehicles) by employees assigned to canine duty amounts to thirty (30) minutes per day, 3.5 hours pr week. This amounts to a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.
2. **Compensation** – For the period of 06/05/03 to 06/05/03 to 06/28/03, employees assigned to canine duty shall be paid 3.5 hours of overtime per week. Effective 06/29/03, employees assigned to canine duty shall be paid five (5) percent of the canine handler's base pay per pay period.
3. If and when an employee assigned to canine duty performs any work involving the canine, the employee shall report such work immediately to the employer within 24 hours and shall submit a written report the next scheduled duty date. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, or any other canine related work, which causes substantial increase in canine work time beyond 3.5 hours, compensated per week.
4. **Miscellaneous** – In addition to the ordinary canine care compensation, Solano County shall provide for the canine's food, grooming supplies, disinfectants, kenneling and all approved veterinary care.

All parties agree that upon retirement of the canine form active duty, the current handler may purchase the canine form the County for one (\$1). Upon the sale of the canine, the County will be absolved from all further costs associated with the care and feeding of the canine.

L. 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 \$5 a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program. This provision shall take effect three pay periods following ratification of this MOU by the Board of Supervisors.

M. OVERPAYMENTS/UNDERPAYMENTS

1. This provision applies when the Auditor-Controller determines that an error has been made to the employee's earnings, taxes, deductions or accrued leaves. In such cases, the County, for purposes of future compensation, shall adjust such earnings, taxes, deductions, or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error, which shall include the option to meet with the Auditor to discuss the over/underpayment. As used in this section:
 - (a) "Earnings" means the biweekly rate of pay including additional pays, differentials, and overtime.
 - (b) "Taxes" means payment of Social Security, Medicare or State Disability taxes; excluding federal and state withholding taxes.
 - (c) "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.
 - (d) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 - (e) "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.
 - (f) "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.
2. 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:

- (a) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 - (b) Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 - (c) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - (d) An alternative method mutually agreed upon by the employee and the Auditor-Controller.
3. 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:
 - (a) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 - (b) Full payment by personal check, money order, or cashier's check if total amount of reimbursement exceeds biweekly earnings.
 - (c) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - (d) An alternate method mutually agreed upon by the employee and the Auditor-Controller.
4. In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
5. In the case of an underpayment, the County will pay the employee a one-time adjustment through payroll. The limit described in number 7 of this section shall not apply to underpayments.
6. 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.
7. 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.

8. 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.
9. The provisions of this section apply only to errors involving earnings, over payment, 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.
10. Any disagreement concerning actions taken under this sub-section may be referred to the grievance procedure contained in this MOU.

SECTION 6. PERSONAL EFFECTS DAMAGE REIMBURSEMENT

If, in the line of duty, an officer’s personal effects, as defined below, are damaged or ruined, and the officer is ineligible for using existing insurance or Workers Compensation (per Labor Code Section 3208) to repair or replace the item, the officer will be reimbursed for repair or replacement of such personal effects.

To qualify for reimbursement, the officer must file a request to include a complete report detailing the events that caused the damage, citing witnesses, if any, and presenting the physical evidence of damage to the immediate supervisor. Such a report must be submitted as soon as possible after the damage occurs and no later than the end of the assigned shift on which the damage occurs. The immediate supervisor will survey the damaged property; review the report; and make a recommendation to the Sheriff or District Attorney on whether or not reimbursement is to be made. The final decision will be made at the sole discretion of the department head, as appropriate.

<u>Reimbursable Items</u>	<u>Maximum Amount</u>
Sheriff, D.A, or Welfare Fraud approved optional Personal Weapon	\$100.00
Wrist Watch	\$75.00
Prescription Lenses*	\$50.00 per lens
Prescription Glasses Frames*	\$250.00
Hearing Aid*	\$300.00
Dentures	\$240.00/plate

*Required in the performance of law enforcement duties only. In no event will an officer be reimbursed if the damage is determined to have been caused by the officer’s negligence.

To obtain reimbursement once eligibility has been established, the office must submit a copy of the paid bill for repair or replacement of at the time within 15 working days after submission of the request for reimbursement. The bill must clearly indicate it has been paid and must be dated. The date must be within the calendar dates between the date of the request for reimbursement and the date of the 15th working day.

SECTION 7. OVERTIME AND CALL DUTY

A. OVERTIME

1. Employees shall be paid for all time worked in excess of eight (8) hours (or in excess of their regular workday if longer than eight (8) hours) in a workday at one and one-half times the base rate of pay. Employees covered under FLSA shall be paid for all time worked in excess of forty (40) hours in a workweek at one and one-half times the regular rate of pay; however, employees may elect compensatory time off at one and one-half hours off for each overtime hour worked. Such election shall be governed by A.2 below.
2. 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 the payoff shall be made to the employee prior to the end of the fiscal year in which it was earned.
3. Compensatory approved at time off, except for holidays, shall be approved at the sole discretion of the Appointing Authority.

B. COURT TIME

Permanent and probationary employees shall be compensated at one and one-half their normal hourly rate of pay for the actual time required to be in attendance for 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.

C. STANDBY-CALL BACK

1. Standby

If an employee is required by the Sheriffs' Department to be on standby duty, such employee shall be compensated for the time spent on assigned standby at one dollar (\$1.00) per hour. If such standby is spent on weekends or holidays, the employees shall be compensated at one dollar twenty-five cents (\$1.25) per hour. No employees shall be paid for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers. Effective March 5, 2000 of this agreement, Standby pay shall be increased to \$2.50 per hour (\$3.00 for weekends and holidays).

2. Call Back

a. Employees on Standby

Employees called back while on standby shall be paid for call back duty at their straight time hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed payment equivalent to two (2) hours straight time pay when the call back time worked is less than two (2) hours.

b. Employees not on Standby

Any employee, who is not on standby and is called back by the department during off-duty hours, shall receive a minimum of three (3) hours work time credit for any period worked less than three (3) hours.

SECTION 8. LEAVES AND AUTHORIZED TIME OFF

A. VACATIONS

1. 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:

Vacation Credit

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

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

2. 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.

3. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
4. 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.
5. Employees who are terminating their employment for reasons other than paid County retirement shall not use vacation or comp time as their termination date (e.g., requesting vacation or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).
6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent or limited-term non-probationary employee. Employees in classes having a twenty-six (26) pay period probationary period will become eligible to take their earned vacation after completing 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, he/she may use this vacation as an extension of sick leave.
7. Each department head shall be responsible for scheduling the vacations of his/her 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 his/her paid vacation from County service.
8. Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her 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 any hour. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. 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.
9. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.

10. In order to avoid the possibility of employees not receiving earned vacations, the County agrees to the following: If the department head does not provide a specific time for the use of vacation leave, an employee may, as a matter of right when the accumulated vacation to his/her credit reaches his or her maximum earnable vacation accrual, give oral or written notice to department head and take up to forty {40} hours. Officers must give seven {7} days' notice of intent to take vacation time off.
11. If, due to an emergency or operational necessity, an employee at the vacation accrual maximum has a scheduled vacation canceled or a vacation request denied, they shall receive a ninety (90) day period during which they shall continue to accrue vacation while being afforded the opportunity to reduce their vacation below the allowable accrual maximums.

B. SICK LEAVE

1. An employee who enters the service of the 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.
2. 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 he/she is absent without authorization or in which he/she 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. Sick leave accrual is credited at the end of each pay period and may be taken in the following pay period.
3. Every employee holding a regular part-time or limited-term part-time position shall accrue sick leave with pay in proportion to the relationship his/her basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15%) percent of the regularly scheduled working hours for the position. The number of hours of entitlement for sick leave earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlement was earned as a full-time employee.
4. Not more than forty-eight (48) 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 his/her immediate family.

5. Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal departmental procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.
6. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted. Sick leave shall not be counted as time worked for purposes of overtime computation.
7. 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 his/her credit at the time of termination of employment except for reasons of regular or disability retirement, death, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or taking office as an elected County official. Employees terminating employment because of regular or disability retirement, release from County employment as a result of a permanent reduction in the number of authorized regular help positions, or to take office as an elected County official, shall be paid for their accumulated unused sick leave in the following manner:

Convert all to the retirement health savings account

Prior to the expiration of this contract, if feasible, the County shall implement a program where sick leave, which is paid out in accordance with this section, may be placed into an employees account on a pre-tax basis to pay for retiree health care. Any such program shall be at no cost to the County.

8. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, husband, wife, son, daughter, brother, or sister of the employee or the minor child for whom the employee has legal custody.
9. 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 his 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.

10. 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 Worker's Compensation and Safety Act.

C. LEAVE CONTRIBUTION PROGRAM

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

1. Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a permanent full-time or permanent part-time employee who has passed his/her initial County probationary period, 2) Have exhausted all accumulated leave including annual leave, sick leave (unless the leave involves the care of another and the six days of family sick leave have been used or involves other circumstances), administrative leave and/or compensatory time off, 3) Be able to return to work for at least 30 days, and 4) Have applied and received approval for a Leave of Absence Without Pay.

2. Benefits

Accrued vacation, compensatory time off, and/or Administrative Leave hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Director of Human Resources, the total leave credits may be extended on a case by case basis.

If the leave is for reasons other than the employee's own illness or injury, the donated leave will be converted to vacation and credited to the employee's vacation accrual on an hour-for-hour basis.

3. Guidelines for Donating Leave Credits to the Program

- a. Accrued vacation and compensatory time off, and/or Administrative Leave hours may be donated by any permanent full or permanent part-time employee who has completed his/her initial County probationary period.
- b. Time donated will be converted from vacation, CTO, or Administrative leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the receiving employee. For employees who are using leave, for circumstances other than their own injury or illness, the donated hours will be converted to vacation.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours.
- d. Initial leave time donations must be a minimum of four (4) hours and thereafter, in four hour increments. An employee cannot donate leave hours, which would reduce his/her vacation balance to less than 40 hours.
- e. The use of donated leave hours will be in consecutive one shift increments (i.e. 8 hours for a full time employee working five eight hour days/week).
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations made by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from County service.
- h. Payment for unused sick leave at the time of termination of employment shall be in accordance with Section 3 (J) SICK LEAVE, of the Personnel and Salary Resolution.
- i. In accordance with Internal Revenue Service Ruling 90-29, leave transferred for medical reasons will not be considered wages for the employees 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.

The tax impact of leave donation for other reasons is unknown at this time.

D. 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.

E. BEREAVEMENT LEAVE

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family: natural, step, adoptive parents and grandparents of the employee; natural, step, adopted children and grandchildren of the employee; natural and step brothers and sisters of the employee; present spouse of the employee; natural parents and grandparents of the employee's spouse; grandchildren of the employee's spouse; natural brothers and sisters of the employee's spouse; present spouses of the employee's natural brothers and sisters.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances, may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the department head.

F. LEAVE OF ABSENCE WITHOUT PAY:

1. A leave of absence may be granted only to an employee having a satisfactory record. Department heads may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days. Successive leaves may not be granted by department heads.
2. Any permanent or probationary employees may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his/her written request and the recommendation of his/her department head to the Director of Human Resources. Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reasons for the request, 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 his/her department head. The department shall indicate on the request form his/her recommendation as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Director of Human Resources.
3. A leave of absence without pay, either approved by the department head or approved by the department head and the Director of Human Resources, shall be transmitted by the Director of Human Resources to the Auditor- Controller for appropriate action.

4. A leave of absence without pay may be for a period not to exceed one (1) year, such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave. The Director of Human Resources shall be promptly notified at the return of any employee from a leave of absence without pay.
5. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by his/her department head to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
6. Benefits shall not accrue while an employee is on leave of absence without pay.
7. 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.
8. A leave of absence may be revoked by the Civil Service Commission upon evidence submitted by the Department of Human Resources that the cause for granting leave was misrepresented or has ceased to exist.
9. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such resignation may be rescinded by the department head if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
10. A leave of absence without pay may be granted for any of the following reasons:
 - a. Illness or disability
 - b. Pregnancy
 - c. To take a course of study which will increase the employee's usefulness on return to his/her position.
 - d. Recall to active duty military status when 30 days of compensation for military leave has occurred.
 - e. For other reasons acceptable to the department head and/or the Director of Human Resources.

G. MILITARY LEAVE OF ABSENCE:

1. A request for military leave of absence shall be made upon forms prescribed by the Director, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in Section 395-395:02 of the Military and Veterans' Code of the State of California.

2. An employee who resigns in order to enter military service shall have the right to return to County employment after the termination of his/her 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).

H. JURY DUTY:

Any permanent or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular County pay provided he/she deposits his/her fees for such services, exclusive of mileage, with the County Treasurer within thirty (30) calendar days after his/her excused absence for such duty. 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.

SECTION 9. HOLIDAYS

A. ELIGIBILITY

1. Only permanent, probationary, and limited-term employees shall be eligible for paid holidays.
2. An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.
3. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her 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 his/her basic workweek relates to forty (40) hours, regardless of work scheduled.

B. HOLIDAY COMPENSATION

1. Holidays Worked

Any employee whose work schedule does not provide for paid holidays off shall, during any pay period in which a fixed holiday(s) occurs, receive eight (8) hours pay for each holiday in addition to his/her regular pay. Previously accrued holiday compensatory time off shall be scheduled with the approval of the department head. If time off cannot be scheduled, the employee shall be paid at the straight time rate on an hour for hour basis for all accumulated but unused Holiday CTO as of the fiscal year in the last full pay period in the outgoing fiscal year.

2. 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.

C. HOLIDAYS

1. **Fixed Paid Holidays 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 - Columbus Day
November 11th - Veterans' Day
Thanksgiving Day - Traditional as designated by the President or Governor
Friday - the day after Thanksgiving Day
December 25th - Christmas Day

2. **Other Paid Holidays Include:**

- a. The last working day before Christmas Day or the last working day before New Year's Day (County offices shall remain open for business on both days). With approval by the employee's supervisor, the holiday may be taken any time during the week between Christmas Eve and New Year's Eve.
- 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.
- d. Floating Holidays annually in accordance with the following:
 - 1) Two (2) Floating Holidays effective January 1st of each year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
 - a) Only those employees who have either successfully completed their initial County probationary period, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
 - 1) Employees who successfully complete their initial probationary period between January 1st and June

30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.

- 2) Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.
- b) Subject to advance approval by the department, these holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis. Part-time employees shall receive Floating Holidays in proportion to the relationship their basic work week bears to forty (40) hours.
- c) Any eligible employee separating from County service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate, which the employee is currently employed.

SECTION 10. INSURANCE AND SERVICE PLANS

Medical, Dental, Vision and Life Insurance plans are available to employees employed in regular or limited-term positions.

A. ELIGIBILITY

1. Regular or limited-term employees are eligible for coverage as follows:
 - a. Medical and Hospitalization is available for the employee and eligible dependents on the first day of the month following the employee's date of employment.
 - b. Vision insurance is available for the employee and eligible dependents beginning on the first day of the month following employee's completion of three (3) full months of continuous service with the County.
 - c. Effective three (3) months following BOS ratification of the MOU, the County will offer 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.

- d. Dental insurance is available for the employee and eligible dependents beginning on the first day of the month following the employee's completion of six (6) months of continuous service with the County.
- e. Effective three (3) months following BOS ratification of the MOU, the County's Delta Dental plan will be enhanced to reduce co-payments for in-network PPO providers, allow up to \$1,000 of orthodontic coverage, and increase the annual maximum to \$1,250.
- f. Life insurance for the employee only is available to employees beginning on the first day of the month following the employee's completion of six (6) months of continuous service with the County.
- g. The County will enhance the life insurance benefit for the employee only equal to one (1) times annual salary, to a maximum of \$50,000.
- h. Employees may purchase a supplemental life insurance benefit of an additional one (1) times, two (2) times, or three (3) times their base annual salary to a combined maximum of \$500,000.

B. INTERNAL REVENUE CODE SECTIONS 125 AND 129

1. Internal Revenue Code Section 125 has been implemented to redirect employee's salary to pay employee's insurance premiums with "pre-tax" instead of "after-tax" dollars.
2. The County agrees to implement Internal Revenue Code Section 129 to allow employee dependent care expenses to be paid with pre-tax dollars. The County will pay all administrative costs.

SECTION 11. RETIREMENT PLAN

A. 3% @ 50 (Safety)

The County's contract with the Public Employees' Retirement System currently provides Safety Retirement at the 3% at 50 Retirement formula and the total compensation method is utilized for cost comparison purposes for employees in the following classifications:

The County pays the entire 9% of the employee's contribution.

**Deputy Sheriff (Entry)
Deputy Sheriff
District Attorney Investigator**

Eligible employees employed in the classifications of Welfare Fraud Investigator I and Welfare Fraud Investigator II are covered under the County's contract with the Public Employees' Retirement System (PERS) 2.7% @ 55 Miscellaneous Retirement benefit. The County pays 4% of the 8% of the employee's normal retirement contribution (following normal PERS accounting procedures) to PERS.

The County reports eligible Safety employees nine (9%) percent retirement contribution as special compensation. Pursuant to Section 20636 (c) (4) of the Public Employees Retirement Law, this nine (9%) percent contribution shall then be considered compensation for retirement purposes.

In March 2004, or as soon as practicable, thereafter, the County will amend its contract with PERS to provide for the 3% @ 50 retirement formula for all eligible employees. The cost of this benefit as established by PERS (\$4,921,043) is the responsibility of the employees. The County has agreed 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 or until the established cost has been fully recovered. 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. The amount deducted shall be with pre-tax dollars as permissible by the IRS.

For purposes of implementation, the first deduction from employees will be 3.18% of CalPERS reportable compensation and will begin the same pay period at the contract amendment takes effect. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see appendix C). The maximum deduction will be 5.0%.

B. 2.7% @ 55 (Miscellaneous)

The county shall continue to provide the 2.7% @ 55 retirement formula to all miscellaneous employees. The cost of this benefit as established by PERS (\$75,036,452) is the responsibility of all miscellaneous employees County-wide. The county has agreed 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. The amount deducted shall be with pre-tax dollars as permissible by the IRS.

Each year (December) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see appendix C). The maximum deduction will be 3.0%. In addition, the County will pay an additional 1% (EPMC) of the employee contribution.

C. VOLUNTARY RETIREE HEALTH INSURANCE BANK

The County has established a voluntary retiree health insurance bank based on the cash conversion of each employee's accrued, unused sick leave, based upon current payout rules and in accordance with the provisions of the County's Retirement Health Savings Plan. This bank shall then be used for payment of an employee's health insurance costs following retirement.

D. 1959 SURVIVORS BENEFITS

Eligible employees are covered under the 1959 Survivor Benefit, Level 4.

E. WELFARE FRAUD INVESTIGATORS – SAFETY RETIREMENT

Should legislation pass making Welfare Fraud Investigator classifications eligible for safety retirements, the County agrees to reopen negotiations on possible implementation of a safety formula. Any such implementation shall be on a cost neutral basis to the County.

F. EMPLOYER "PICK-UP": INTERNAL REVENUE CODE SECTION 414 (h) (2)

The purpose of this Section of the Memorandum of Understanding is to implement the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the County of Solano on behalf of employees in the bargaining unit. Pursuant to Internal Revenue Code, Section 414(h) (2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Internal Revenue Code, Section 414(h) (2) is accomplished through a reduction in wages pursuant to the provisions of this Section.

1. **DEFINITIONS** - Unless the contract otherwise requires, the definitions in this Section govern the construction of this Section.
 - a. **"Employees."** The term "employees" shall mean those employees of the County of Solano in Bargaining Unit 3 who made employee contributions to the PERS retirement system.
 - b. **"Employee Contributions."** The term "employee contributions" shall mean those contributions to the PERS retirement system, which are deducted from the salary of employees and credited to individual employees' accounts.
 - c. **"Employer."** The term "employer" shall mean the County of Solano.
 - d. **"Gross Income."** The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 3, by the County of Solano as defined in the Internal Revenue Code and Rules and

Regulations established by the Internal Revenue Code, and Rules and Regulations established by the Internal Revenue Service.

- e. **"Retirement System."** The term "retirement system" shall mean the PERS retirement system as made applicable to the County of Solano under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
- f. **"Wages."** The term "wages" shall mean the compensation prescribed in this Section.

G. PICK-UP OF EMPLOYEE CONTRIBUTIONS

- 1. Pursuant to the provisions of this Section, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- 2. Employee contributions made under Paragraph C.1 above shall be paid from the same source of funds as used in paying the wages to affected employees.
- 3. Employee contributions made by the employer under Paragraph C.1 above shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Section.
- 3. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Section directly instead of having them paid to the retirement system.

H. WAGE ADJUSTMENT

Notwithstanding any provision in the Section on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

I. LIMITATIONS TO OPERABILITY

This Section shall be operative only as long as the County of Solano pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

SECTION 12. WORKERS' COMPENSATION AND TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

(The provisions for this section shall become effective 90 days after adoption of the MOU by the Board of Supervisors. In the interim, the terms outlined in Section 12 of the prior MOU shall be in effect.)

- A.** In accordance with the California Labor Code, the County provides all statutory workers' compensation benefits for County employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., the County is self-insured for Workers' Compensation at no cost to the employees.
- B.** In lieu of the statutory three (3) days 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 his/her scheduled workdays and paid holidays falling during the first three (3) days of such absence. Thereafter accrued leave shall be integrated with Worker's Compensation temporary disability benefits pursuant to Section H, below.
- C.** In accordance with Labor Code 4850, whenever any 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, in lieu of Workers' Compensation temporary disability for a period not exceeding one year, or until such earlier date he/she is retired on permanent disability pension and is actually receiving disability pension payments or advanced disability pension payments pursuant to Labor Code 4850.3. If temporary disability exceeds the one year period, the employee is eligible for temporary disability payments integrated with accumulated leave pursuant to Section I, below.
- D.** 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 E, above and Labor Code 4850.
- E.** The County will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving 4850 temporary disability benefits or Workers' Compensation temporary disability benefits for a maximum of 15 months.
- F.** Sick leave and vacation credit shall accrue during any pay period in which the employee is eligible to receive 4850 temporary disability benefits or Workers' Compensation temporary disability benefits.
- G.** 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 hours.
- H.** 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 4850 temporary disability benefits or workers' compensation temporary disability benefits.

I. Workers' Compensation temporary disability shall be integrated with accrued County leave as follows:

1. Employees must promptly inform departmental payroll clerks of their workers' compensation temporary disability benefit amount and provide documentation of receipt for which h/she is eligible.
2. Employees' pay, including leave accruals and workers' compensation 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. Upon exhaustion of sick leave, other accumulated leave may be integrated with weekly workers' compensation temporary disability benefits, at the employees' discretion. Employees must integrate all required leave to equal 100% of their full time equivalent position.

J. TEMPORARY LIGHT DUTY ASSIGNMENTS FOR INJURED EMPLOYEES

1. If an assignment exists, which the department head deems, in conjunction with the Director of Human Resources, to be filled on a temporary basis, first consideration shall be given to those industrially disabled employees within the department.
 - a. Whose authorized treating physician has indicated in writing that the employee is able to "perform the duties of the temporary assignment; and
 - b. Who has the capability and qualifications to perform the temporary assignment.
2. The remuneration will be the employee's regular pay.
3. The employee's department head will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by his/her treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks.
4. 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.
5. After industrially injured employees have been considered, non-industrial disabled employees will be given a second consideration on the same basis as provided above.

SECTION 13. ANNUAL UNIFORM ALLOWANCE

The County agrees to provide an annual uniform allowance of \$900 to Deputy Sheriff classifications for the term of this contract, payable the last pay day in September. An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June. (i.e., In September 2010, the uniform allowance received will be for the fiscal year July 2010 -June 2011). Employees entitled to the uniform allowance who begin their employment with the County after the first full pay period in September will receive their uniform allowance for that fiscal year the next September prorated by the number of pay periods actually worked. (Example: an employee who works 19 out of 26 pay periods in a fiscal year would receive 73% of the uniform allowance for that year). If an employee leaves the County after receiving an advance uniform allowance for that fiscal year, a prorated amount based on the remaining pay periods will be deducted from the terminating employee's last paycheck.

Employees are responsible for the purchase, maintenance, and replacement of their uniforms; uniform shirts, pants, jackets, socks, boots/shoes, Class "A" jacket, Class "A" hat. Uniforms damaged on duty shall be repaired or replaced at the discretion of the Sheriff's Office.

The Sheriff's Office shall issue safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issued weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, flashlight and radio holder.

Uniforms and safety equipment shall meet departmental specifications and standards of appearance and be in good working order. Employees who leave the Sheriff's Office shall return all issued safety gear to the Sheriff's Office.

SECTION 14. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

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.

Any employee may either appeal such dismissal, suspension, or demotion to the Civil Service Commission or file a grievance in accordance with Section 15 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed within seven (7) 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 within seven (7) 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 15 of this Memorandum of Understanding.

SECTION 15. GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding and excluding 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.

B. PURPOSE

The purposes of this procedure are:

1. To resolve grievance disputes informally at the lowest possible level;
2. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the memorandum of Understanding.
3. To encourage communication between employees, the union, and County representatives;
4. To determine and correct, if possible, the causes of grievance disputes.

C. STEPS

Grievances shall be processed in the following manner:

1. Step 1. Informal Discussion

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her 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 his/her designee. If the management official fails to respond, the employee has ten (10) calendar days from the date the management official's response was issued to file the grievance in writing with the department head or his/her designee.

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

The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievant within twenty-one (21) calendar day of having received it.

If the grievance is not resolved within the department, the employee or the union shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar day 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 his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

3. Step 3. Director of Human Resources

Any employee or any official of the Association may notify the Director of Human Resources, or his/her 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 his/her designee, shall have twenty-one (21) calendar days in which to investigate the issues meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step (4) or Step (5) below which has not first been filed and investigated in accordance with Step (3).

4. Step 4. Adjustment Board

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 an Adjustment Board.

The Adjustment Board will be convened within ninety (90) working days of receipt of the timely request for an Adjustment Board. The Adjustment board shall be comprised of a mediator fro the State Mediation Service, one (1) Union representative and one (1) representative of the County.

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

The recommendation of the Adjustment Board shall be advisory only.

The Adjustment Board shall not issue any public statement of fact or opinion n the matter in question.

The Adjustment Board's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.

Either party may appeal the recommendation of the Adjustment Board to arbitration.

5. Step 5. Arbitration

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

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

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

The fees and expense of the arbitrator and of a Court Report 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 recommendation of the Adjustment Board.

D. TIMELINESS OF GRIEVANCES AND RESPONSES

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

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 p.m. on the next regular County work day.

E. SCOPE OF ARBITRATION DECISIONS

1. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
2. No Adjustment Board and 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 15.A.
3. Proposals to add or to change this Memorandum of Understanding or written agreements to addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be

referred to arbitration under this Section. Neither any Adjustment Board nor any 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 this employment.

4. If the Director of Human Resources or his/her designee in pursuance of the procedures outlined in Section 15 C paragraph (3) above or the Adjustment Board in pursuance of the provisions of Section 15. C. paragraph (4) 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 15. C. paragraph (5) and the arbitrator finds that the County had the right to take the action complained of, the arbitrator may not substitute his /her judgment for the judgment of management, and if he/she finds that the County had such right. He/she may not order reinstatement and may not asses any penalty upon the County.

F. 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 form such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process in 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 arbitrator proceedings hereunder will be recognized unless agreed to by the Director of Human Resources or his/her designee, and the Union.

G. COUNTY CODE AND CIVIL SERVICE COMMISSION

1. 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.
2. 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 Step 3, 4 or 5 of Section 15.A above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No employee may utilize the grievance procedure when another procedure has previously been utilized.

3. If any award by an Adjustment Board or 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.

SECTION 16. TUITION REIMBURSEMENT PROGRAM

A. OBJECTIVES

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

B. ELIGIBILITY OF EMPLOYEES FOR TUITION REIMBURSEMENT

Only full-time employees filing 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 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 Veterans Affairs on the Commission on Peace Officers Standards and Training.

C. POLICY FOR TUITION REIMBURSEMENT

1. Courses must be job related to the position held. With prior approval, General Education courses required for a job related degree program shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
4. Prerequisite courses for eligible courses or courses, which are required for the completion of a specific program, are also eligible for tuition reimbursement. However, reimbursements shall not be made until the appropriate eligible courses have been satisfactorily completed.
5. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level.
 - 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.

6. Conventions, workshops, institutes, etc, are not included in the Tuition Reimbursement Program. Departments shall continue to use their conference and convention funds and make their requests in conformance with the policy of the Board of Supervisors.
7. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee and subject to the approval of the Director of Human Resources.
8. Requests for reimbursement must be approved before the course is undertaken.
9. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a grade of "C" or its equivalent) and a satisfactory (standard or above) current performance evaluation.

D. NATURE OF REIMBURSEMENT

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be four hundred dollars (\$400).
 - 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.
 - e. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. PROCEDURE FOR TUITION REIMBURSEMENT

1. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources.
2. The employee's department head shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources.
3. The Director of Human Resources shall evaluate the request for reimbursement and approve or deny the request.

4. 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 to the Civil Service Commission, which shall make a final decision to approve or deny the request.
5. 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 Department of Human Resources. The employee shall also present evidence of payment of required textbook costs.
6. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Department of Human Resources through normal supervisory channels.
7. Upon being informed of certification by the Department of Human Resources, the Auditor-Controller shall issue a warrant to the employee for reimbursement.

F. CONTINUED SERVICE REQUIREMENT

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

SECTION 17. ASSIGNMENT ROTATION

The purpose of the following is to outline procedures for determining internal transfers of Deputy Sheriffs to lateral assignments.

A. POLICY

1. It shall be the policy of the Solano County Sheriff's Department to periodically reassign personnel laterally to various bureaus within the department in order to broaden and develop individual skills; utilize, where practical, particular talents and abilities; and carry on the many facets of the department's responsibilities in an effective and efficient a manner as possible. Lateral assignments will be made in a fair and equitable manner, consistent with the guidelines below.

The filing of lateral assignment positions must be considered I view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done I conjunction with the requirements

of the position and the needs of the department. The final selection for all lateral assignments rests solely with the Sheriff.

2. For the purpose of this policy, the term “lateral assignment” refers to the reassignment of Deputy Sheriffs from one bureau to another internally, for periods of up to four (4) years. The actual term of assignment will be dependent on the employee performing satisfactorily and the needs of the organization.
 - a. The term “**lateral assignment**” is synonymous with the internal reassignment of Deputy Sheriffs from one bureau to another.
 - b. The term “**lateral assignment**” most commonly refers to the reassignment of Deputy Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, SEEP and CORONER and other lateral assignments created and designated as such by the Sheriff.

B. BASIC LATERAL ASSIGNMENT ELIGIBILITY

1. Candidates shall have completed a minimum of three (3) years law enforcement service, prior to the effective date of the transfer.
 - a. At least two (2) of those years shall have been continuous and current employment with the Solano County Sheriff’s Department.
 - b. Candidates who, subsequent to an authorized leave of absence, are duly reinstated will be entitled to consider service prior to the reinstatement as continuous with current employment, less the actual period away on leave.
2. Subject to (a) and (b) above, employees holding other lateral transfer assignments at the time of selection will not be considered for a consecutive lateral assignment in the same bureau unless the Sheriff determines it is necessary for the good of the department. Deputy Sheriffs may apply and be assigned to other bureaus for successive lateral assignments.

C. THE SELECTION PROCESS

An announcement of intention to fill lateral assignments will solicit from interested candidate and interoffice memorandum (an original and one copy), stating the lateral assignment position the candidate is interested in ; the candidate’s qualifications, experience, training or exposure, and other pertinent data the employee may wish to have considered. Memos shall be submitted directly to the office of the Sheriff or his/her designee.

Candidates may submit a memorandum of interest for any lateral assignment position to be filled. (Two different positions require two separate memos.)

The memorandum will be reviewed by the appropriate division commander to determine eligibility. The appropriate division commander will notify those candidates who are determined to be ineligible. Such notification shall be in writing to the candidate.

Candidates and supervisors will be notified as soon as practical of the final selection.

The results of a candidate's lateral assignment evaluation will be retained for a period of eight (8) weeks after the selection is made for the open position. These results will be open for review by the candidate. After the eight (8) week period, the results will be purged from the employee's file, unless a grievance has been filed.

All candidates are encouraged to discuss the results of their candidacy with the appropriate bureau supervisor, division commanders, and the Sheriff.

D. EVALUATION CRITERIA

1. Interview

All eligible candidates will be interviewed. The interview will be conducted by at least one lieutenant and a member from the candidate's immediate supervisory.

2. Supervisory Input

Division commanders will consult with the supervisors within their divisions regarding all eligible candidates under consideration. Due consideration must be given for the timeliness of each supervisor's relationship with each candidate.

Supervisory input will be considered in the light of the supervisor's direct knowledge of the candidate's job performance in relation to the lateral assignment to be filled.

The commander of the division in which the vacancy exists will confer with his/her bureau supervisors, regarding the recommendation of his/her division, and will present their recommendations in writing to the sheriff.

3. Performance Evaluation

The candidate's last two written evaluations will be reviewed by the division commander and summarized for the Sheriff.

4. The division commander will review the following items and prepare a summary for the Sheriff.

a. Attendance

The candidate's attendance and punctuality record.

b. Written Skills

The candidate's ability to prepare complete, concise, and grammatically written communications and reports.

c. Interpersonal Relationships and Communication Skills

The candidate's verbal communications skills, including interviewing and interrogating, and his/her interpersonal relationship skills.

d. Demonstrated Skills

The candidate's performance in current and previous assignments. The term "performance" includes initiative, tenacity, thoroughness, and proven ability.

e. Training, Education and Specific Employee Interests

The candidate's formalized training and educational efforts will be reviewed by the Sheriff.

Training, both inside and outside the department as well as self-initiated education, may be particularly helpful in certain lateral assignments. Memorandums of interest should reflect any extracurricular training and education the candidate wishes to have considered.

An employee's specific job-related interests and dislikes, as expressed by the candidate in the employee's memorandum of interest, will be reviewed by the Sheriff.

SECTION 18. 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.

SECTION 19. DISTRIBUTION OF MEMORANDUM OR UNDERSTANDING

The Union agrees it shall cause to be printed copies of this agreement as soon as practicable after adoption by the Board of Supervisors. The Union shall be responsible for the distribution of agreement to current and new employees in the bargaining unit.

SECTION 20. 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 or compensation shall inform his/her 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 his/her department do not engage in any activity, which constitutes a conflict of interest. The department head shall issue an opinion and reason to an employee if the employee's proposed activity constitutes a possible conflict of interest within seven (7) calendar 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.

SECTION 21. NO STRIKE/NO LOCKOUT

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, and 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 effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

The County agrees to engage in any lockout during the term of this memorandum.

SECTION 22. MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The exclusive rights of the County also include, but are not limited to the right to direct its employees; to hire, promote, demote, transfer, assign, classify, layoff and retain employees in positions within the County; to take disciplinary action against its employees for just cause; to determine the methods, means and personnel by which the County's operations are to be conducted; to determine its budget, organization, and merits, necessity and level of any activity or service provided to the public, and to take whatever action is necessary and level of any activity or service provided to the public, and to take whatever action is necessary in emergency situations. The exercise of such rights shall not preclude employees or their representatives from meeting and conferring in advance with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

SECTION 23. SEVERABILITY

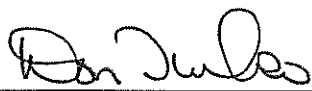
In the event any article or section of this Agreement shall be held invalid or restrained by operation of existing or subsequently enacted legislation or by order of a court or other tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the parties shall, if necessary, meet and consult for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 24. SCOPE OF AGREEMENT

Therefore, county representatives and the designated representatives of the Solano County Deputy Sheriffs' Association, acting on behalf of its members, hereby confirm understanding on the above matters. This agreement shall become effective only upon ratification by the Solano County Deputy Sheriffs' Association membership and approval by the Board of Supervisors, and shall remain in full force and effect to and including October 1, 2011.


COUNTY REPRESENTATIVES

DSA #3 REPRESENTATIVES


Donald W. Turko
Director of Human Resources

9-9-08

Date



Greg Kiefer
Mastagni, Holstedt & Amick

9-9-08

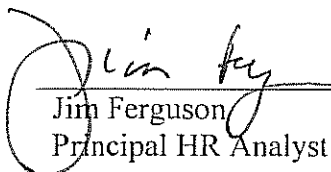
Date

Craig Jory
County Negotiator

Date


Leonard Alexandre
DSA President

09/09/08
Date


Jim Ferguson
Principal HR Analyst

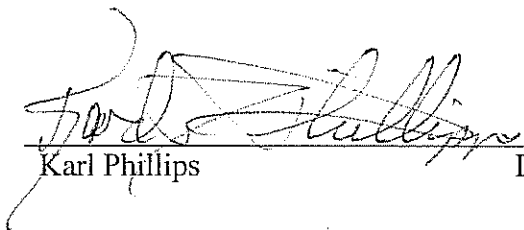
9/9/08

Date


Ken Kramer

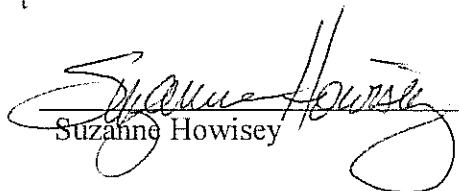
09/09/08

Date


Karl Phillips

9-9-08

Date


Suzanne Howisey

09/09/08

Date

APPENDIX A - SALARY INCREASES

Year 1 - A 5.0% equity adjustment and a 4.7% Cost of Living Increase.

If the Association ratifies the County's Comprehensive Package Proposal by August 29, 2008, an additional 1% early settlement incentive will be granted in addition to the equity adjustment and COLA described for year 1 above, and the equity adjustment and COLA will be made effective September 7, 2008. If the Association ratifies the County's Comprehensive Package after August 29, 2008 the equity and the COLA will be effective the pay period following ratification.

Year 2 - Effective October 4, 2009, a CPI based wage increase will be granted, with a minimum increase of 3% and a maximum increase of 5%.

Year 3 - Effective October 3, 2010, a CPI based wage increase will be granted, with a minimum increase of 3% and a maximum increase of 5%.

The COLA for 2009 & 2010 will be based on the Consumer Price Index for the San Francisco-Oakland-San Jose, Urban Wage Earners, and Clerical Workers as reported by the Bureau of Labor Statistics or successor agency for the period of August to August."

APPENDIX B - HEALTH AND WELFARE INSURANCE

- A.** If, during the course of this agreement, any of the County sponsored providers of dental care and/or vision care adjust their premium rates, the County will revise its contribution so as to continue to pay 100% of the premium for the benefit.
- B.** Each employee shall have an amount deducted from monthly pay (semi-monthly deductions in advance) equal to the full monthly premium for coverage provided under the County sponsored health plans as selected, and the Group Life, Dental and Vision Insurance plans, less the maximum monthly amounts, which will be paid by the County on behalf of each full-time employee. The County will pay a pro-rated amount of the full-time premium for part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours.
- C.** It is understood that health insurance plans from time to time mandate changes in benefits. The County assumes no responsibility for replacement of benefits, which may be eliminated or modified by any plan provider.
- D.** The County reserves the right to provide additional health plans.

PUBLIC EMPLOYEES RETIREMENT SYSTEM HEALTH PLAN AND CAFETERIA PLAN

(The February 2009 effective date below assumes approval of new MOU by October 5, 2008. Approval by of a new MOU by the BOS after this date would result in an effective date after February 2009.)

Effective no later than February 2009, the County will establish a Cafeteria Plan in conjunction with the California Public Employees' Retirement System, (CalPERS) Health Insurance Plan for employees in Unit 3 and 4. The County's contribution to the cafeteria plan excludes dental and vision coverage. The CalPERS Health Insurance Plan replaced the County's then current health insurance program. The cafeteria plan contribution shall be prorated for eligible, part-time employees.

Upon establishment, the County's contribution to the cafeteria plan will be set at an amount which reflects 80% of the CalPERS Kaiser 2009 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2010, the County will increase its contribution to the cafeteria plan to reflect 80% of the CalPERS Kaiser 2010 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

Effective January 1, 2011, the County will increase its contribution to the cafeteria plan to reflect 80% of the CalPERS Kaiser 2011 Bay Area/Sacramento Region family rate. Employees who waive coverage will receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

These cafeteria plan contributions made by the County as listed above include the minimum employer contribution (MEC) required by CalPERS. This MEC shall be adjusted in future years as required by CalPERS.

APPENDIX C - COMPENSATION STUDY

The County is currently conducting a Comprehensive Classification and Compensation Study of County job classifications. Following completion of the Compensation Study, for positions represented by this bargaining unit, the County will notice the Association of the results of the Compensation Study and will meet and confer with the Association in regard to the results of the Compensation Study findings. For purposes of this compensation study, the County will use the following jurisdictions:

Contra Costa County
Marin County
Napa County
Sacramento County
San Joaquin County
Sonoma County
Yolo County

City of Concord
City of Fairfield
City of Richmond
City of Sacramento
City of Vacaville
City of Vallejo
City of Walnut Creek.

APPENDIX D- RETIREMENT PAYBACK FORMULA

Deputy Sheriff's Association (DSA) - Unit 3

Cost of the Benefit	\$4,414,845
Term in Years	20
Amount due to County each Year	\$220,742
Variable	Value
Pay Periods per year	26
Number of Pay periods	520
Number of Employees	113
Average Monthly Salary	\$5,122
Total Monthly Payroll	\$578,786
Average per pay period Gross Salary	\$2,364
Average Annual Gross Salary	\$61,464
Total Annual Payroll	\$6,945,432
Formula for Employee Share	Amount
Annual amount of payback = Total cost divided by 20 years.	\$220,742
Annual per employee pay back = Divide annual amount of payback by the average number of employees for the previous year.	\$1,953.47
Average pay back per employee pr pay period = Divide the annual per employee payback by number of pay periods	\$75.13
Percentage of gross per pay period salary deducted from each probation employee = Divide the average pay back per employee pr pay period by the average per pay period gross salary.	3.18%