

**COUNTY OF SOLANO**  
**TOTAL TENTATIVE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF SOLANO COUNTY**  
**AND**  
**SOLANO COUNTY DEPUTY SHERIFF'S ASSOCIATION**  
**(Units 3 and 4)**  
**October 19, 2022**

This Total Tentative Agreement package represents the resolution of all issues negotiated between the County of Solano (County) and the Solano County Deputy Sheriff's Association (Association) relating to a successor MOU which expires October 21, 2022.

All provisions shall be effective upon adoption of a successor MOU by the Board of Supervisors unless otherwise specified herein.

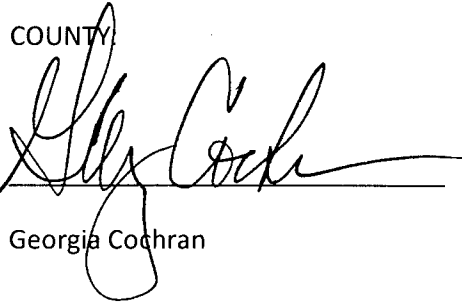
| <b>Contents</b>                   |  |
|-----------------------------------|--|
| <b>Proposal</b>                   | <b>Section #</b>                             |
| Salaries                          | Appendix B (Unit #3)<br>Appendix B (Unit #4) |
| Cafeteria Plan                    | 6.3  |
| Uniform Allowance                 | 6.13   |
| Deferred Compensation             | 6.7  |
| Field Training Officer Assignment | 8.6 (Unit 3)                                 |
| Holidays                          | 14.3   |
| MOU Cleanup                       | Various                                      |
| Military Leave                    | 13.6   |
| Probationary Period               | 15   |
| Salary Upon Reemployment          | 5.3  |
| Assignment Rotation               | 20.3   |
| Tuition Reimbursement             | 16.3   |
| Term                              | 2  |
| Vacation                          | 9  |

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Total Tentative Agreement to DSA Units 3 & 4  
October 19, 2022

|             |                            |
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| Side Letter | Early Settlement Incentive |
| Side Letter | Employee Retention         |
| Side Letter | Pay parity                 |
| Side Letter | Comparable Agencies        |

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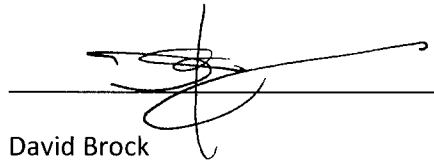


Georgia Cochran

Date:

10/19/22

UNION:



David Brock

Date:

10/19/2022

County Proposal 13 – Unit 4 Revised  
October 19, 2022

Amend Appendix B for Units 3 and 4 as follows:

**Appendix B**

1. The present approximate monthly pay rate for the represented classification is:

| Classification                               | Step 1   | Step 2    | Step 3    | Step 4    | Step 5    |
|--|----------|-----------|-----------|-----------|-----------|
| District Attorney Investigator (Supervising) | 9,776.71 | 10,265.55 | 10,773.84 | 11,317.78 | 11,883.68 |
| Sergeant-Sheriff                             | 8,694.05 | 9,129.73  | 9,585.14  | 10,064.46 | 10,567.64 |
| Welfare Fraud Investigator (Supervising)     | 8,549.69 | 8,977.14  | 9,426.04  | 9,897.39  | 10,392.18 |

2. ~~Effective the later of January 12, 2020 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or October 21, 2022 whichever is later, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three five percent (3.5%) of the base wage rates in effect the day before such increase takes effect. Effective concurrently with the wage increase, represented classifications shall receive a five percent (5%) equity adjustment, which shall be cumulative and not compounded (e.g., 5% + 5% = 10%).~~

3. ~~Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by three four percent (3.4%) of the base wage rates in effect the day before such increase takes effect.~~

4. ~~Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by two percent (2%) three percent (3%) of the base wage rates in effect the day before such increase takes effect. Effective concurrently with the wage increase, represented classifications shall receive a one percent (1%) equity adjustment, which shall be cumulative and not compounded (e.g., 3% + 1% = 4%).~~

5. ~~Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

6. ~~Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

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County Proposal 13 – Unit 3 Revised

October 19, 2022



76. The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

**Appendix B**

1. The present approximate monthly pay rate for the represented classification is:

| Classification                     | Step 1     | Step 2     | Step 3     | Step 4     | Step 5      |
|------------------------------------|------------|------------|------------|------------|-------------|
| Dep Sheriff                        | \$7,003.25 | \$7,353.44 | \$7,721.11 | \$8,107.15 | \$8,512.52  |
| Dep Sheriff (Entry)                | \$6,296.52 | \$6,611.34 | \$6,941.87 | \$7,289.02 | \$7,653.48  |
| District Attorney Investigator     | \$8,325.73 | \$8,742.04 | \$9,179.14 | \$9,638.13 | \$10,119.99 |
| Welfare Fraud Investigator         | \$7,040.14 | \$7,392.12 | \$7,761.74 | \$8,149.86 | \$8,557.33  |
| Welfare Fraud Investigator (Entry) | \$5,984.39 | \$6,283.62 | \$6,597.82 | \$6,927.67 | \$7,274.06  |

2. ~~Effective the later of January 12, 2020 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or October 21, 2022, whichever is later, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by three-five percent (3.5%) of the base wage rates in effect the day before such increase takes effect. Effective concurrently with the wage increase, represented classifications shall receive a five percent (5%) equity adjustment, which shall be cumulative and not compounded (e.g., 5% + 5% = 10%).~~ ~~Effective concurrent with the wage increase described in this paragraph, employees in the classification of Deputy Sheriff or Deputy Sheriff (Entry) shall receive a wage increase of sixty-nine one hundredths of one percent (0.69%) as an equity adjustment, which shall be cumulative and not compounded (e.g., 3% + 0.69% = 3.69%).~~
3. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by ~~three-four~~ percent (4.3%) of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by ~~two percent (2%)~~ three percent (3%) of the base wage rates in effect the day before such increase takes effect. Effective concurrently with the wage increase, represented classifications shall receive a one percent (1%) equity adjustment, which shall be cumulative and not compounded (e.g., 3% + 1% = 4%).

  
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County Proposal 13 – Unit 3 Revised

October 19, 2022

5. ~~Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

6. ~~Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

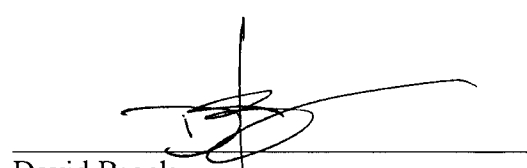
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Georgia Cochran

Date:

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UNION

  
\_\_\_\_\_  
David Brock

Date:

10/19/2022

County Proposal # 11 – (Revised) Units# 3 & 4  
October 19, 2022

*Amend Section 6.3 Cafeteria Plan as follows:*

6.3 Cafeteria Plan

Effective with coverage effective January 1, ~~2019~~2023, the County's contribution to the cafeteria plan will be set at ~~seventy-five~~eighty percent (~~75%~~) (80%) of the ~~2019~~2023, 2024, or 2025 PEMHCA ~~Bay Area~~Region 1 Kaiser Permanente family rate minus the PEMCHA MEC.

~~Effective the later of either January 1, 2020, or with coverage effective the first of the month following adoption of the collective bargaining agreement, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2020 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2021, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2021 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan, as historically administered, shall be set at seventy-five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which ~~s/he~~the employee has elected to enroll.

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

An employee who waives health insurance because the employee demonstrates to the County that the employees~~he~~ has alternate health insurance coverage shall receive five hundred dollars (\$500.00) per month minus the PEMHCA MEC.


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

Additionally, through December 16, 2022, or the start date of the increase to the County's contribution to the cafeteria plan to eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC, whichever is sooner, an employee

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~~enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. The County contribution of fifty dollars (\$50.00) shall sunset at the end of the pay period which includes the expiration of the 2022-2025 collective bargaining agreement in December 2022, effective the first of the month following adoption of the collective bargaining agreement, an employee enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of fifty dollars (\$50.00) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, health care reimbursement account, and/or dependent care reimbursement account. In the absence of a cafeteria plan election form, the County contribution shall be used for health insurance premium conversion. This County contribution shall sunset at the end of the pay period which includes October 21, 2022.~~

COUNTY:

  
Georgia Cochran

Date:

10/19/22

UNION:

  
David Brock

Date:

10/19/2022

County Response to DSA Proposal for Uniform Allowance  
October 14, 2022  
For Uni 4

### 6.13 Uniform Allowance

The County agrees to provide an annual uniform allowance of \$1440 to Sergeant-Sheriff classifications for the term of this contract, ~~payable the first full pay period in September.~~

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

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

~~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: and 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.

All law enforcement personnel will be issued safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issues weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, and 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 County shall return all issued safety gear to their respective department.

The County agrees to provide a ~~\$720600~~ annual equipment allowance to employees in the class of District Attorney Investigator- Supervising and Welfare Fraud Investigator – Supervising.

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County Response to DSA Proposal for Uniform Allowance  
October 14, 2022  
For Unit 3

Revise Section 6.13 Uniform Allowance as follows:

6.13 Uniform Allowance

The County agrees to provide an annual uniform allowance of ~~\$1440~~1200 to Deputy Sheriff Classifications for the term of this contract, ~~payable the first full pay period in September.~~

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

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

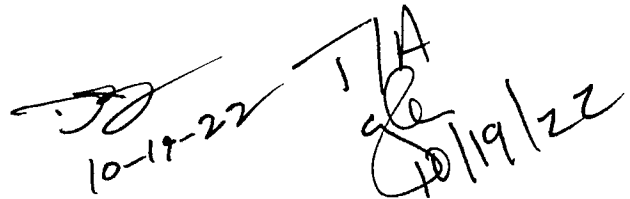
~~An advance uniform allowance is paid in September for the fiscal year beginning the previous July through the following June. (i.e., In September 2010, the uniform allowance received will be for the fiscal year July 2010 — June 2011). Employees entitled to the uniform allowance who begin their employment 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: and 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' Office.

All law enforcement personnel will be issued safety equipment as listed below:

Body Armor, holster for the departmentally issued weapon, magazine holder for the departmentally issues weapon, Sam Brown belt, belt keeper, handcuffs, handcuff case, PR-24 baton, baton holder, and 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 County shall return all issued safety gear to their respective department.

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The County agrees to provide a \$720600 annual equipment allowance to employees in the class of District Attorney Investigator and Welfare Fraud Investigator (Entry) and Welfare Fraud Investigator.

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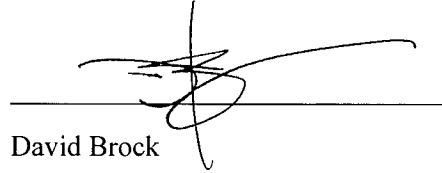


Georgia Coshran

Date:

10/19/22

UNION:



David Brock

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10/19/2022

County Proposal #12– Units 3 & 4  
October 19, 2022


Amend Section 6.7 Deferred Compensation as follows:

6.7 Deferred Compensation

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

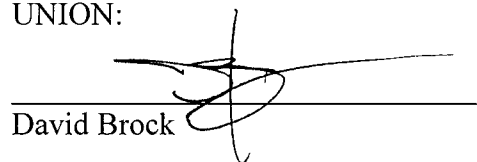
To encourage County employee participation in the deferred compensation program, the County will contribute a dollar for dollar match up to a maximum of five dollars (\$5.00) a pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program. Effective January 8, 2023, the County will contribute a dollar for dollar match up to a maximum of twenty-five dollars (\$25) a pay period to the deferred compensation account of any County employee who is actively enrolled. Effective the first pay period in January 2024, the County shall increase its contribution to fifty dollars (\$50) per pay period, and effective the first pay period in January 2025, the County shall increase its contribution to seventy-five dollars (\$75) per pay period. The employee must contribute a minimum of ten dollars (\$10) per pay period in the deferred compensation program to receive the dollar for dollar match.

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Georgia Cochran

Date: 10/19/22

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Date: 10-19-22

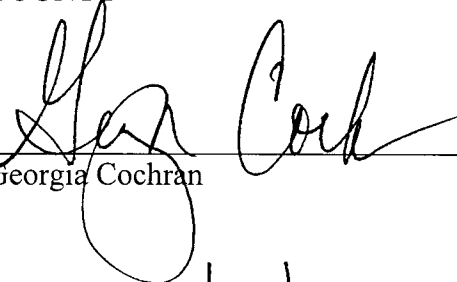
County Response to DSA Proposal re FTO  
October 19, 2022

Revise Section 8.6 as follows:

8.6 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.~~

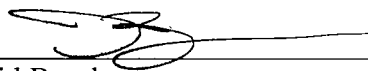
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Georgia Cochran

Date:

10/19/22

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David Brock

Date:

10/19/22

**14. HOLIDAYS**

- A. Only permanent, probationary, and limited-term employees shall be eligible for paid holidays.
- B. An employee must work or be paid for all or part of both the employee’s regularly scheduled workday before and after a holiday to be eligible for that holiday.
- C. An employee 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 1<sup>st</sup>) in order to be paid for that day.
- D. 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.

14.1 Holiday Compensation

- A. **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 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 compensatory time off as of the fiscal year in the last full pay period in the outgoing fiscal year..
- B. 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.

14.2 Holidays

- A. Fixed Paid Holidays Include:

|                               |                                     |
|-------------------------------|-------------------------------------|
| New Year’s Day                | January 1                           |
| Martin Luther King’s Birthday | 3 <sup>rd</sup> Monday in January   |
| Lincoln’s Birthday            | February 12                         |
| Washington’s Birthday         | 3 <sup>rd</sup> Monday in February  |
| Memorial Day                  | last Monday in May                  |
| Independence Day              | July 4                              |
| Labor Day                     | 1 <sup>st</sup> Monday in September |

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Columbus Indigenous Peoples' Day 2<sup>nd</sup> Monday in October  
Veterans' Day November 11  
Thanksgiving 4<sup>th</sup> Thursday in November  
Day following Thanksgiving  
Christmas December 25


B. Other Paid Holidays Include:

1. Special or limited holidays appointed by the President or Governor.
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
  - a. Three (3) Floating Holidays effective January 1st of each year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
    - 1) Only those employees who have either successfully completed their initial County probationary period in this bargaining unit, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
      - a) Employees who successfully complete their initial probationary period in this bargaining unit between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
      - b) Employees who transfer or promote into this bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.
    - 2) Employees who successfully complete their initial probationary period within this bargaining unit 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.
    - 3) 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

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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 workweek bears to forty (40) hours.

- 4) 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.
4. Employees assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.
5. The County will recognize Juneteenth as an unpaid holiday but will not close County services. Employees may use their accrued holiday leave or a floating holiday.

  
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County Revised Proposal #4 - Unit 3  
October 19, 2022

**14. HOLIDAYS**

14.1 Eligibility for Holidays

- A. Only permanent, probationary, and limited-term employees shall be eligible for paid holidays.
- B. 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.
- C. 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.
- D. 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.

14.2 Holiday Compensation

- A. 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. Any such employee whose work schedule is more than eight (8) hours in a workday, shall use his/her leave accrual balances to make up the difference between the holiday pay received and the hours required to complete his/her full work shift for that workday. 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 compensatory time off as of the fiscal year in the last full pay period in the outgoing fiscal year.
- B. 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.

14.3 Holidays

- A. Fixed Paid Holidays Include:

|                               |                                    |
|-------------------------------|------------------------------------|
| New Year's Day                | January 1                          |
| Martin Luther King's Birthday | 3 <sup>rd</sup> Monday in January  |
| Lincoln's Birthday            | February 12                        |
| Washington's Birthday         | 3 <sup>rd</sup> Monday in February |

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|---|--------------------------------------|
| Memorial Day                            | last Monday in May                   |
| Independence Day                        | July 4                               |
| Labor Day                               | 1 <sup>st</sup> Monday in September  |
| <u>Columbus Indigenous Peoples' Day</u> | 2 <sup>nd</sup> Monday in October    |
| Veterans' Day                           | November 11                          |
| Thanksgiving                            | 4 <sup>th</sup> Thursday in November |
| Day following Thanksgiving              |                                      |
| Christmas                               | December 25                          |

B. Other Paid Holidays Include:

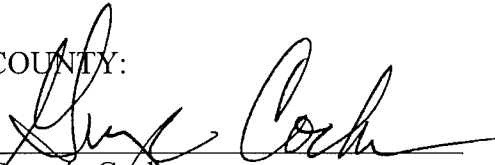
1. Special or limited holidays appointed by the President or Governor
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
  - a. Three (3) Floating Holidays effective January 1st of each year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
    - 1) Only those employees who have either successfully completed their initial County probationary period within this bargaining unit, or 26 full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
      - a) Employees who successfully complete their initial probationary period within this bargaining unit between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
      - b) Employees who successfully complete their initial probationary period within this bargaining unit 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.
      - c) Employees who transfer or promote into this bargaining unit from a bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.
    - 2) 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

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the relationship their basic work week bears to forty (40) hours.

- 3) 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.
  
- C. Employees assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.
  
- D. The County will recognize Juneteenth as an unpaid holiday but will not close County services. Employees may use their accrued holiday leave or a floating holiday.


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Georgia Cochran

Date:

10/19/22

UNION:

  
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David Brock

Date:

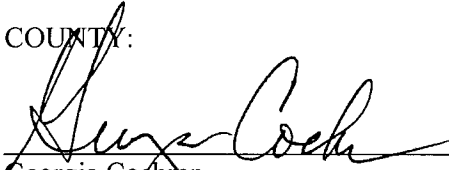
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County Proposal #2 – Units 3 & 4  
September 2, 2022

Clean Up Pronouns

The Parties agree, as part of the process of finalizing any successor contract, to update references throughout the contract using gendered pronouns (such as he/him/his or she/her/hers) to gender neutral pronouns (such as they/them/theirs).

COUNTY:

  
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Georgia Cochran

Date: 10/19/22

UNION:

  
\_\_\_\_\_  
David Brock

Date: 10/19/2022

13.6 Military Leave of Absence

~~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 to the greater of either said law/code or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave (excludes Inactive Duty) per fiscal year for each hour in which the employee was otherwise scheduled to work.~~

~~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).~~

**A. Military Leave**

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

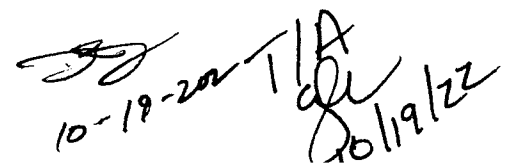
Employees on Active Duty exceeding one hundred ninety (190) hours may receive "Supplemental Military Pay" up to the "Maximum Duration of Time," as defined in this Section side letter agreement. Supplemental Military Pay for time past 190 hours can be used for only one deployment during the term of this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

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

**B. Eligibility**

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

An employee on Active Duty on the effective date of this Agreement, and who

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

**C. Compensation**


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

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

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

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

  
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4. The "**Maximum Duration of Time**" for Supplemental Military Leave is defined as eighteen (18) months (see subsection (C)(4)(a) below) less those periods of the greater of California Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave. (See subsection (C)(4)(b) and (c) below.)
- a. As an example, if an employee's military orders state that the employee will be deployed for eleven (11) months, then the Maximum Duration of Time is eleven (11) months. Or, as an example, an employee's military orders state that the employee will be deployed for twenty (20) months, then the Maximum Duration of Time is eighteen (18) months.
  - b. Example A: Employee begins Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately 11 months, receives M&VC Sections 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately January 31, 2022 as the total of M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay+ M&VC Sections 395-395.02/190 hours+ Supplemental Military Pay equals eighteen (18) months.
  - c. Example B: Employee begins Active Duty military leave on April 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately May 1, 2020 for approximately two (2) months, receives Active Duty military leave on July 1, 2020 and receives the greater of M&VC Sections 395-395.02/190 hours, begins Supplemental Military Pay on approximately August 1, 2020 for approximately eleven (11) months, receives M&VC 395-395.02/190 hours again on July 1, 2021, continues Supplemental Military Pay on approximately August 1, 2021 and the Supplemental Military Pay stops on approximately November 30, 2021 as the total of M&VC Sections 395-395.02/190 hours + Supplemental Military Pay + M&VC Sections 395-395.02/190 hours + Supplemental Military Pay+ M&VC Sections 395-395.02/190 hours + Supplemental Military Pay equals eighteen (18) months.

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

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

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administrative leave, attorney time off) (sick leave is not an eligible leave).

**D. Benefits**

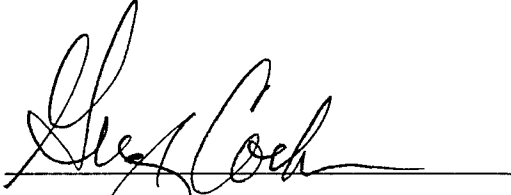
1. During periods of pay during the greater of Military and Veterans Code Section 395-395.02 or one hundred ninety (190) hours of paid Temporary or Active Duty Military Leave, the employee's benefits which were active on the prior calendar day shall continue (with the County and employee continuing to pay their own respective share of said continued benefits).
2. During periods of Supplemental Military Pay the following apply:
  - a. Health insurance coverage will continue, with both the County and the employee contributing their own respective shares.
  - b. ~~During periods of Supplemental Military Pay~~ Employees are not eligible to receive cafeteria plan "waive money" or "cash back." The employee may elect to continue other benefits which are subject to COBRA provisions by enrolling in said benefits during the COBRA election/enrollment period.
  - c. ~~During periods of pay of Supplemental Military Pay,~~ The employee shall not receive County paid holidays, and shall not receive accrued time off (such as vacation, sick leave, administrative leave, attorney time off, nor any accruals).
  - d. Unless otherwise directed by CalPERS law or regulation, during periods of Supplemental Military Pay, the employee does not receive CalPERS service credit and neither the County nor the employee pay into the CalPERS retirement system.

**E. Other**

1. A probationary employee or a promotional probationary employee on military leave shall be required complete the balance of his/her/their probationary period upon ~~his/her~~ the employee's return to work.
2. An eligible employee who is receiving pay under this program shall continue to receive service credit for the purposes of determining duration of County service. An eligible employee who is receiving pay not under this program but rather through the use of ~~his/her~~ the employee's accrued leaves shall receive service credit for the purposes of determining duration of County service. An employee who is not receiving pay does not receive service credit for the purpose of determining duration of County service.
3. The parties agree that none of the above shall limit or waive any employee's rights or entitlements under applicable military leave laws and if those rights or entitlements are greater than those shall apply.

  
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COUNTY:




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Georgia Cochran

Date: 10/19/22

UNION:



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David Brock

Date: 10/19/2022



## 15. PROBATIONARY PERIOD

### 15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of 26 biweekly full pay periods.
- B. For Deputy Sheriff (Entry):
- All new full-time regular employees who do not possess a Basic P.O.S.T. Certificate shall serve a probationary period of twenty-six (26) biweekly pay periods extending from the first full pay period following the employee's completion of P.O.S.T. Academy Training. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty following completion of P.O.S.T. Academy training, unless extended in whole or in part, by an employee's leave of absence.
- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods in proportion to the relationship their basic workweek bears to forty (40) hours.
- D. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) consecutive calendar days shall cause the employee's probation period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
- E. There shall be an evaluation of each employee's job performance nine (9) 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 range for the class in which they are employed.
- F. The probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (D) above. Except as stated in section B above, the probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

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**15. PROBATIONARY PERIOD**

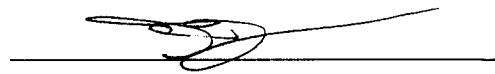

15.1 Probationary Period

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) biweekly full pay periods extending from the date the employee successfully complete P.O.S.T. Academy training. No probation period shall exceed a total of thirty-nine (39) full pay periods, unless extended in whole or in part by an employee’s leave of absence.
  
- B. All full-time employees who are promoted shall serve a probationary period of twenty-six (26) full pay periods from the date of promotion ending with the last day of the twenty-sixth (26<sup>th</sup>) pay period.
  
- C. Any leave-of-absence with or without pay, military leave-of-absence or jury duty exceeding seven (7) consecutive calendar days shall cause the employee’s probation period to be extended by an amount equal to the number of pay periods during which the employee was on the leave-of-absence with or without pay, military leave or jury duty.
  
- D. There shall be an evaluation of each employee’s job performance nine (9) 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 range for the class in which they are employed.

The probationary period may exceed twenty-six (26) full pay periods of active duty when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (C) above. The probationary period shall not exceed thirty-nine (39) full pay periods of active duty.

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Georgia Cochran

David Brock

Date: 10/19/22

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5.3 Salary Upon Reemployment

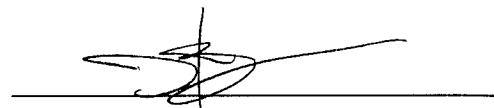
- A. A former employee, off probation at the time of separation, who is re-employed in the same class or in a lower class in the same series, within two (2) years, may upon the request ~~or~~ of the head of the department head in which they are being re-employed and approval of the Director of Human 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 at any step within the salary range.~~ Subsequent merit increases shall follow the normal time period progression between steps.
- B. An employee who voluntarily separates and:
1. Is subsequently re-employed in the same department.
  2. Begins work within a period of not more than one hundred eighty (180) calendar days from the last day he/she/they previously actually worked for the County;
  3. Completes a new probationary period; and
  4. Either did not withdraw from PERS or “bought-back” his/her/their County PERS service credits, shall, upon approval by the Director of Human Resources, have continuous service credited to ~~him or her~~ the employee for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility, or any benefit other than vacation and longevity eligibility.

COUNTY:

  
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Georgia Cochran

Date: 10/19/22

UNION:

  
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David Brock

Date: 10/19/2022

### **20.3 Assignment Rotation**

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

#### **A. Policy**

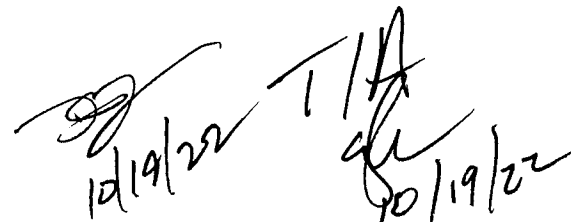
1. It shall be the policy of the Solano County Sheriff's Department to periodically reassign personnel laterally to various bureaus within the department in order to broaden and develop individual skills; utilize, where practical, particular talents and abilities; and carry on the many facets of the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

The filling of lateral or contract city assignment positions must be considered in view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done in conjunction with the requirements of the position and the needs of the department. The final selection for all lateral assignments and contract cities rests solely with the Sheriff or his/her designee.

2. For the purpose of this policy, the term "lateral assignment" refers to the reassignment of ~~Sergeant-Sheriffs~~ Deputy-Sheriffs from one bureau to another internally, for periods of up to four (4) years with the exception of the Coroner assignment which shall be a minimum of five (5) 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 ~~Sergeant-Sheriffs~~ Deputy-Sheriffs from one bureau to another.
  - b. The term "lateral assignment" most commonly refers to the reassignment of ~~Sergeant-Sheriffs~~ Deputy-Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, Coroner, SET, and other lateral assignments created and designated as such by the Sheriff, excluding the Resident Deputy, ~~Sergeant~~.
3. For the purpose of this policy, the term "contract cities" refers to the reassignment of Deputy Sheriffs to a city that contracts with the County of Solano for police services.

#### **B. Basic Lateral/Contract City Assignment Eligibility**

1. Candidates shall have completed a minimum of three (3) years law enforcement service, prior to the effective date of the transfer.

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a. At least two (2) of those years shall have been continuous and current employment with the Solano County Sheriff's Department.

b. If there are no candidates meeting the above criteria, selections shall be made in the following order:

a. Three (3) years of law enforcement service and successful completion of his/her probationary period.

b. Lateral peace officer who has completed his/her field training.

c. Any deputy successfully completed his/her probationary period.

c. 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), (b) and (c) above, employees holding other lateral transfer assignments at the time of selection may be considered for a consecutive lateral or contract city assignment in the same bureau if 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 or contract city assignments.

### C. The Selection Process

An announcement of intention to fill lateral or contract city assignments will solicit from interested candidate and interoffice memorandum (an original, and one copy), stating the lateral or contract city 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.

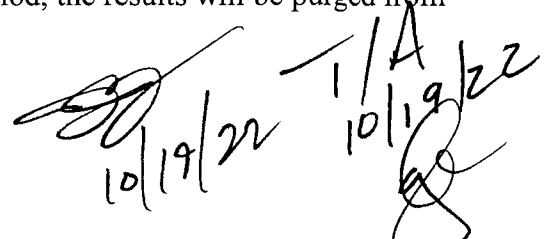
Candidates may submit a memorandum of interest for any lateral or contract city assignment position to be filled. (Two (2) different positions require two (2) separate memos.)

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.

The Contracted City Manager will interview and support the selection of the deputy sheriff prior to the Sheriff making the final determination.

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

The results of a candidate's lateral or contract city 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.

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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 (1) 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.

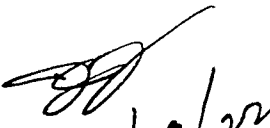
The commander of the division in which the vacancy exists will confer with his/her bureau supervisors, regarding the recommendation of his/her division, and will present their recommendations in writing to the sheriff.


##### 3. Performance Evaluation

The candidate's last two (2) 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.

- Attendance  
The candidate's attendance and punctuality record.
- Written Skills  
The candidate's ability to prepare complete, concise, and grammatically written communications and reports.
- Interpersonal Relationships and Communication Skills  
The candidate's verbal communications skills, including interviewing and interrogating, and his/her interpersonal relationship skills.
- Demonstrated Skills  
The candidate's performance in current and previous assignments. The term "performance" includes initiative, tenacity, thoroughness, and proven ability.

  
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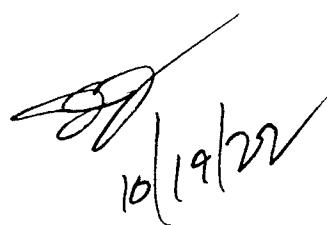
- Training, Education and Specific Employee Interests  
The candidate's formalized training and educational efforts will be reviewed by the Sheriff.
  - Training, both inside and outside the department as well as self-initiated education, may be particularly helpful in certain lateral or contract city 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.

#### **E. Assignment to Contract City**

Generally, assignment to the contract city will be up to four (4) years, however, the Sheriff may need to extend that timeline for the needs of the customer city. The actual term of assignment will be dependent on the employee performing satisfactorily and the needs of the organization.

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### **20.3 Assignment Rotation**

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

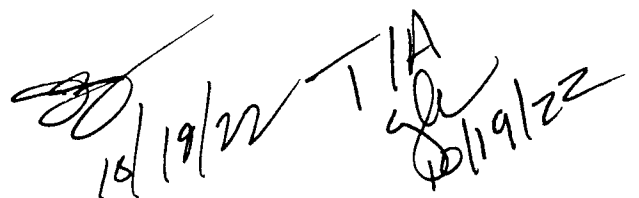
#### **A. Policy**

1. It shall be the policy of the Solano County Sheriff's Department Office 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 and contract city assignments will be made in a fair and equitable manner, consistent with the guidelines below.

The filling of lateral or contract city assignment positions must be considered in view of the attainment of overall departmental goals and objectives. Thus, the careful evaluation of the factors below will be done in conjunction with the requirements of the position and the needs of the department. The final selection for all lateral assignments and contract city assignments rests solely with the Sheriff or his/her designee.

2. For the purpose of this policy, the term "lateral assignment" refers to the reassignment of Sergeant Sheriff from one bureau to another internally, for periods of up to four (4) years with the exception of the Coroner assignment which shall be a minimum of five (5) 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 Sergeant-Sheriffs from one bureau to another.
  - b. The term "lateral assignment" most commonly refers to the reassignment of Sergeant-Sheriffs to one of the following bureaus: Civil, Marine Patrol, Investigations, SOLNET, Coroner, SET, and other lateral assignments created and designated as such by the Sheriff, excluding the Resident Deputy, Sergeant.
3. For the purpose of this policy, the term "contract cities" refers to the reassignment of Sergeant Sheriffs to a city that contracts with the County of Solano for police services.

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## **B. The Selection Process**

An announcement of intention to fill lateral or contract city assignments will solicit from interested candidate and interoffice memorandum (an original, and one copy), stating the lateral or contract city 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 or contract city assignment position to be filled. (Two (2) different positions require two (2) separate memos.)

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

The Contracted City Manager will interview and support the selection of the Sergeant Sheriff prior to the Sheriff making the final determination.

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

The results of a candidate's lateral or contract city 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.

## **C. Evaluation Criteria**

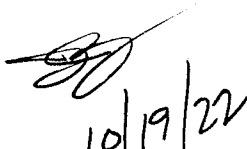

### **1. Interview**

All eligible candidates will be interviewed. The interview will be conducted by at least one (1) 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 or contract city assignment to be filled.

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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 (2) 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 or contract city 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.

**D. Shift Assignment Patrol Sergeant**

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

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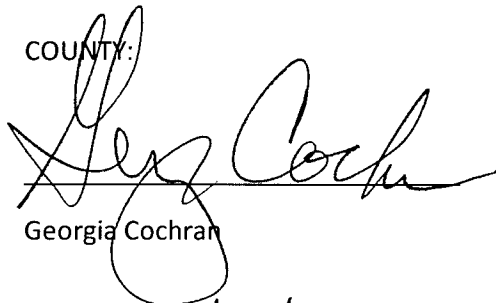
No Patrol Sergeant shall occupy the same team for more than two (2) consecutive rotations, except as specifically waived by the Sheriff.

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.

Contract city shift assignments shall be made in a similar manner as team assignments. However, contract city assignments shall provide for greater flexibility and may vary in time period. The actual time period of the assignment will be dependents on the employee performing satisfactorily and the needs of the organization.

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

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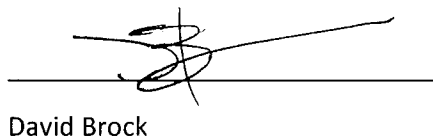


Georgia Cochran

Date:

10/19/22

UNION:



David Brock

Date:

10/19/22

6.12 Tuition Reimbursement Program

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses, which will prepare them in new concepts and methods 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 filling regular positions, on other than a limited-term basis, who have completed their County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veterans Affairs or the Commission on Peace Officers, Standards and Training.

C. Policy for Tuition Reimbursement

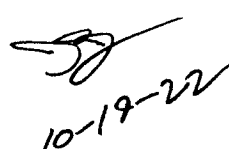
1. Courses must be job related to the position held. With prior approval, General Education courses required for a job-related degree program shall be eligible for reimbursement.
2. Courses must be taken for credit; audited courses will not be reimbursed.
3. Courses must be taken at accredited institutions. 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~~ the employee 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, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
5. Courses are not eligible for tuition reimbursement if they:
  - a. Are taken to bring unsatisfactory performance up to an acceptable level.


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- 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)~~ two thousand dollars (\$2,000). Effective July 1, ~~2020~~ 2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be ~~two~~ five thousand dollars (~~\$2,000~~ \$5,000).
  - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.0) or more for a single course. Expenses less than five dollars (\$5.00 for a single course are not reimbursable

  
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- d. 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 head, 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~~ the department head 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 or 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

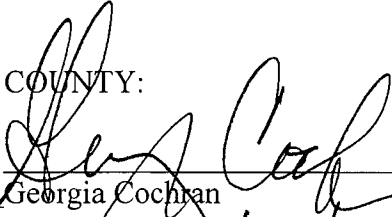
  
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County Proposal 14 – Units 3 & 4  
October 14, 2022

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.

COUNTY:

  
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Georgia Cochran

Date:

10/19/22

UNION:

  
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David Brock

Date:

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County Proposal 17– Units 3 & 4  
October 14, 2022

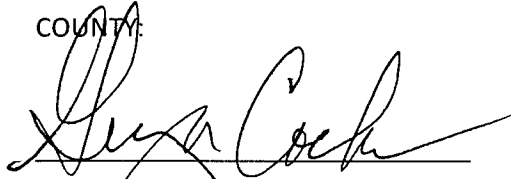
Article 2 – TERM

Modify Article 2 as follows:

**2. TERM**

This Memorandum of Understanding will be in effect the latter of October 22, 2022 ~~December 31, 2019~~ or on the date it is adopted by the Board of Supervisors except those provisions that have been assigned other effective dates and will remain in effect to and including October 25, 2025 ~~October 21, 2022~~.

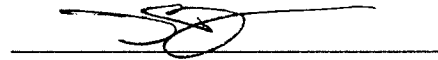
COUNTY:

  
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Georgia Cochran

Date:

10/19/22

UNION:

  
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David Brock

Date:

10/19/2022



**County Proposal 10 – Units 3 & 4 (Side Letter Probationary Period Extension – Minor changes to Language Already Agreed)  
September 2, 2022**

**9. VACATION**

- A. Full-time regular or limited-term employees receive vacation benefits for each pay period of continuous service according to the following schedule:

**Vacation Credit**

| <b>Pay Periods of Continuous Service</b> | <b>Per Pay Period of Continuous Service</b> | <b>Maximum Earnable Vacation Accrual</b> |
|--|---|--|
| 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.

- B. Part-time regular or limited-term employees receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- D. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid County retirement shall not use 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.).
- F. 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) or thirty-nine (39) pay period probationary period will become eligible to take their earned vacation after completing thirteen (13) pay


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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~~ employee may use this vacation as an extension of sick leave.

- G. 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.
- H. Any ~~person~~ employee separating from County service who has not taken his/her/~~their~~ earned vacation, if any, shall receive the hourly equivalent of ~~his/her~~ the employee's salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one-tenth of 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.
- I. 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.
- J. 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.
- K. 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.

### 14.3 Holidays

- A. Fixed Paid Holidays Include:

  
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|                               |                                      |
|-------------------------------|--------------------------------------|
| New Year's Day                | January 1                            |
| Martin Luther King's Birthday | 3 <sup>rd</sup> Monday in January    |
| Lincoln's Birthday            | February 12                          |
| Washington's Birthday         | 3 <sup>rd</sup> Monday in February   |
| Memorial Day                  | last Monday in May                   |
| Independence Day              | July 4                               |
| Labor Day                     | 1 <sup>st</sup> Monday in September  |
| Columbus Day                  | 2 <sup>nd</sup> Monday in October    |
| Veterans' Day                 | November 11                          |
| Thanksgiving                  | 4 <sup>th</sup> Thursday in November |
| Day following Thanksgiving    |                                      |
| Christmas                     | December 25                          |

B. Other Paid Holidays Include:

1. Special or limited holidays appointed by the President or Governor
2. Such other days in lieu of holidays as the Board of Supervisors may determine.
3. Floating Holidays annually in accordance with the following:
  - a. Three (3) Floating Holidays effective January 1st of each year. (The conditions listed below must be met in order to qualify for Floating Holidays.)
    - 1) Only those employees who have either successfully completed their initial County probationary period within this bargaining unit or have twenty-six (26) full pay periods of continuous service, whichever is less, are eligible to receive these Floating Holidays.
      - a) Employees who successfully complete their initial probationary period within this bargaining unit or have twenty-six (26) full pay periods of continuous service between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.
      - b) Employees who successfully complete their initial probationary period within this bargaining unit or have twenty-six (26) full pay periods of continuous service 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.
      - c) Employees who transfer or promote into this bargaining unit from a bargaining unit from which they have previously earned three (3) days of floating holiday eligibility shall retain their floating holiday eligibility.


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- 2) 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.
  - 3) 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.
- C. Employees assigned to non-24 hour positions shall take the fixed holiday, unless otherwise required to work, as directed by the Sheriff.

## 15. PROBATIONARY PERIOD

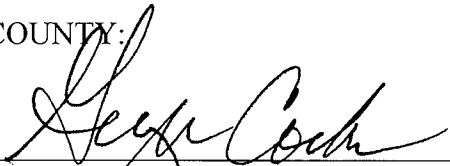
### 15.1 Probationary Period

- A. All Deputy Sheriff (Entry) employed in full-time positions shall serve a probationary period of thirty-nine (39) biweekly full pay periods. All other new or re-employed employees in full-time regular positions shall serve a probationary period of twenty-six (26) biweekly full pay periods.
- B. For Deputy Sheriff (Entry):
- All new full-time regular employees who do not possess a Basic P.O.S.T. Certificate shall serve a probationary period of thirty-nine (39) biweekly pay periods extending from the first full pay period following the employee's completion of P.O.S.T. Academy Training. The probationary period shall not exceed fifty-two (52) full pay periods of active duty following completion of P.O.S.T. Academy training, unless extended in whole or in part, by an employee's leave of absence.
- C. All part-time employees shall serve an extended probation period beyond twenty-six (26) pay periods or thirty-nine (39), whichever probationary period is applicable, in proportion to the relationship their basic workweek bears to forty (40) hours.
- D. 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.

  
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- E. There shall be an evaluation of each employee's job performance thirteen (13) 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 range for the class in which they are employed. Employees that serve a probationary period of thirty-nine (39) full pay periods shall receive an evaluation at the end of the probationary period.
  
- F. The probationary period may exceed twenty-six (26) or thirty-nine (39) full pay periods of active duty, depending on the applicable probationary period, when the extension is by mutual agreement between the probationary employee, appointing authority and the Director of Human Resources or when the probationary period is extended pursuant to Section 15.1 (D) above. Except as stated in section B above, the probationary period shall not exceed thirty-nine (39) or fifty-two (52) full pay periods of active duty, depending on the applicable probationary period.

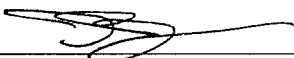
COUNTY:

  
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Georgia Cochran

Date:

10/19/22

UNION:

  
\_\_\_\_\_  
David Brock

Date:

10/19/2022

County Proposal 7 (Revised) – Units 3 & 4  
October 19, 2022

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding  
Between the County of Solano and Solano County Deputy Sheriff's Association  
Units 3 and 4  
Regarding Lump Sum Payment for Early Settlement

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Solano County Deputy Sheriff's Association (hereinafter referred to as the "Union"), representing Unit 4. Collectively, County and Union are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of September 4, 2022 shall receive the following lump sum payment within sixty (60) days of ratification by the Board:

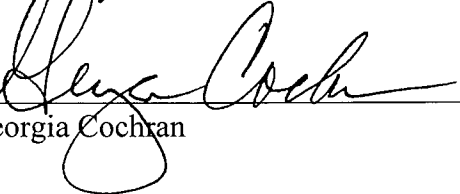
- ~~If the Union signs a total tentative agreement on or before October 21, 2022 returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 16, 2022, then employees shall receive a lump sum payment of nine one thousand five hundred dollars (\$9001,500).~~

~~If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 16, 2022, but on or before September 30, 2022, then employees shall receive a lump sum payment of six hundred dollars (\$600)~~

~~If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 30, 2022, but on or before October 21, 2022, then employees shall receive a lump sum payment of three hundred dollars (\$300)~~

- ~~If the Union signs a total tentative agreement returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 21, 2022 then there shall be no supplemental payment to employees under this Side Letter Agreement~~
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence.

For County:

  
Georgia Cochran

For the Union:

  
David Brock

Date: 10/19/22

Date: 10/19/2022

County Proposal #8 (Revised) Units 3 & 4  
October 14, 2022

**SIDE LETTER AGREEMENT**

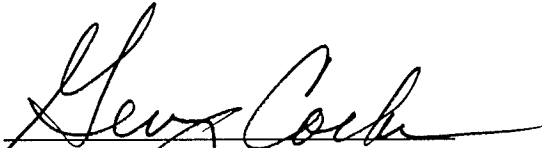
To the Memorandum of Understanding  
Between the County of Solano and Solano County Deputy Sheriff's Association  
Units 3 and 4

Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Solano County Deputy Sheriff's Association (hereinafter referred to as "Union"), representing Units 3 and 4. Collectively, County and Union are hereinafter referred to as "the parties."


In an effort to retain employees and recognize the work performed by unit members, the County shall provide a one-time bonus in the amount of one thousand five hundred dollars (~~\$1,000~~ \$1,500) to all bargaining unit employees employed as of September 4, 2022. A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The payment shall be made on the last pay day of November 2022.

For County:

  
\_\_\_\_\_  
Georgia Cochran

Date: 10/19/22

For the Union:

  
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David Brock

Date: 10/19/2022

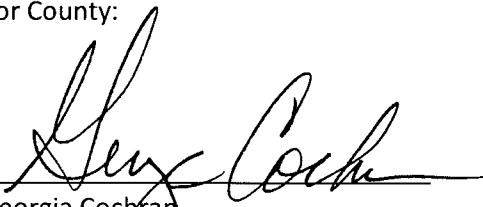
County Proposal #15 Units 3 & 4  
October 14, 2022

**SIDE LETTER AGREEMENT**  
To the Memorandum of Understanding  
Between the County of Solano and Solano County Deputy Sheriff's Association  
Units 3 and 4


**Pay Parity Side Letter**

The parties agree that if any other bargaining unit represented by a union/association receives a general wage increase greater than the general wage increase set forth in Appendix B during the term of this Memorandum of Understanding, then the same general wage increase shall be provided to Units 3 and 4. The term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset or group of bargaining units and excludes any wage increase (or portion thereof) which is attributed to a change in other collective bargaining provisions.

For County:

  
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Georgia Cochran  
Date: 10/19/22

For the Union:

  
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David Brock  
Date: 10/19/2022



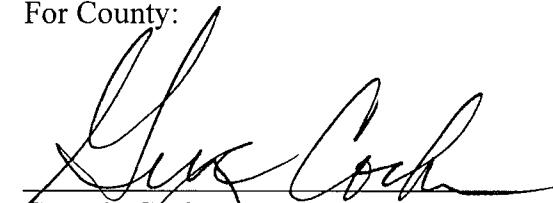
County Proposal #16(Revised) Units 3 & 4  
October 19, 2022

**SIDE LETTER AGREEMENT**  
To the Memorandum of Understanding  
Between the County of Solano and Solano County Deputy Sheriff's Association  
Units 3 and 4

**Comparable Counties and Cities**

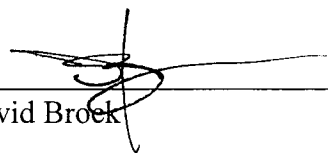
The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total comp.) studies. The Union has proposed to alter this list of comparable counties and cities. The County recognizes that its list of comparable counties/cities has not changed since 2008 and that the County will relook at its comparable counties/cities by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable counties/cities used for all future classification and/or compensation studies. The County ~~intends~~ will to perform a total compensation survey of Deputy Sheriff and Sergeant-Sheriff classifications, prior to negotiations over a successor MOU. The County will provide that study to Units 3 and 4 no later than June 30, 2025. The Association may perform its own total compensation survey and will provide that to the County prior to June 30, 2025. The parties will bargain over wage adjustments based on these results.

For County:

  
\_\_\_\_\_  
Georgia Cochran

Date: 10/19/22

For the Union:

  
\_\_\_\_\_  
David Broek

Date: 10/19/2022