

**IUOE - Stationary Engineers, Local 39
and
County of Solano**

2022 Contract Negotiations

Tentative Agreement

6.12 Tuition Reimbursement Program

A. Objective

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

B. Eligibility of Employees for Tuition Reimbursement

1. Only full-time employees filling regular positions, on other than a limited-term basis, who have completed their initial County probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees in Federally funded, limited-term positions are eligible to participate in the program provided such reimbursement can be provided by Federal funds. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.
2. Part-time employees are eligible after five (5) years of continuous employment. Part-time employees shall not be eligible for County time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty (40) hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than fifty percent (50%) of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty

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percent (50%) of the class time. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.

3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent ~~him/her~~ the employee from attending local courses.
5. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate in-service training which is available.
 - d. Duplicate training which the employee has already had.
7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the department involved.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the

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Department of Human Resources within ninety (90) calendar days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000)~~four hundred dollars (\$400)~~. Effective July 1, ~~2020~~2023, the maximum reimbursement that may be received by an employee in one fiscal year shall be ~~two thousand dollars (\$2,000)~~ five thousand dollars (\$5,000).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

1. The employee shall submit ~~his/her~~their request to his/her department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, ~~he/she~~the department head shall forward the application to the Director of Human Resources.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the ~~head of his/her~~ department head, on forms provided by the Director of Human Resources.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.

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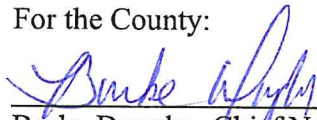
4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.
5. The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

F. Continued Service Requirement

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


The County and the Union reached tentative agreement on Thursday, August 4, 2022.

For the County:



Burke Dunphy, Chief Negotiator

For the Union:



Stan Eichenberger, Chief Negotiator

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