

County Package Proposal – Unit 14
June 30, 2022

The parties have made significant progress and tentatively agreed on the following:

- Section 2 (June 9, 2022)
- Section 5.3 (June 16, 2022)
- Section 6.10 (June 9, 2022)
- Section 6.12 (May 25, 2022)
- Section 6.13 (May 25, 2022)
- Section 11 (June 9, 2022)
- Section 13.6 (June 8, 2022)
- Section 13.7 (May 25, 2022)
- Section 15.1 (May 25, 2022)
- Side Letter – Early Settlement (June 9, 2022)

This proposal is presented as a package. If any portion of the proposal is rejected, the County reserves the right to withdraw all other portions.

- Section 6.2 – Retiree Medical Insurance (no change)
- Section 6.3 – Cafeteria Plan (updated language to maintain status quo)
- Section 6.7 – Deferred Compensation
- Section 9 – Vacation (hold to County’s April 27, 2022 proposal)
- Section 14 – Holidays (hold to County’s April 27, 2022 proposal)
- Appendix B – Salary (hold to County’s June 16, 2022 proposal)

6.2 Retiree Medical Insurance

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

6.3 Cafeteria Plan

Effective for coverage the later of ~~beginning~~ January 1, ~~2019-2023~~ or the first of the month following the Term of Agreement's start date, the County's contribution toward the cafeteria plan shall be set at seventy-five percent (75%) of the ~~2019 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

~~Effective the later of either with the coverage effective January 1, 2020 or with coverage effective 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), up to a maximum of three hundred thirty-four dollars (\$334.58) per month.

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

A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (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, effective the later of the beginning the first of the month following the effective date of the Term of the Agreement or 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) per month into the Cafeteria Plan. Said employee may use this County contribution for health insurance premium conversion, healthcare 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 shall sunset at the end of the pay period which includes ~~October 21, 2022~~ October 25, 2025.

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. 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.

9. VACATION

A. Accrual

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

Vacation Credit

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

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

2. Every employee in a part-time regular or limited-term position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time regular or limited-term position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule. The number of hours of entitlement for vacation days earned while employed as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.
3. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
4. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
5. Employees who are terminating their employment for reasons other than paid County retirement shall not use annual/vacation leave or comp time as their termination date (e.g., requesting annual/vacation leave or comp time to begin 3-7 and the actual termination date to be 3-13, etc.).

6. Employees do not become eligible to take their earned vacation until they have completed thirteen (13) pay periods of continuous service. 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~~ the employee may use this vacation as an extension of sick leave.
7. Each department head shall be responsible for scheduling the vacations of ~~his/her~~ the employees in such a manner as to achieve the most efficient functioning of the department and of the County service. Each department head may establish procedures for scheduling vacations. Effective with the next vacation scheduling period, procedures for scheduling vacations will be by seniority by date of rank. No person shall be permitted to work for compensation for the County in any capacity during the time of ~~his/her~~ the employee's paid vacation from County service.
8. 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 an hour. Employees terminating from County service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this Section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
9. A person receiving pay in lieu of unused vacation may not be re-employed by the County of Solano in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of the separation. Nothing in this Section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.
10. Prior to the beginning of each calendar year, an employee wishing to cash out up to forty (40) hours of vacation accruals, may make such a request between November 1st and by no later than December 20th of the preceding year (e.g., 2016). This election shall be irrevocable. Payment will be made before December 31 of the next calendar year. Approval of such a request will be conditional upon:
 - a. the projection that the employee will reach the maximum vacation accrual based on ~~his/her~~ the employees' years of service (160/240/320 hours) during the following calendar year;

- b. the requirement for the employee to have accrued during the following calendar year (e.g., 2017), the requested number of hours to be cashed out; and
- c. the requirement that the employee has taken at least forty (40) hours of vacation during the calendar year in which the irrevocable election is made

B. Notice to Department Heads

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~~ the employee's credit reaches ~~his or her~~ their maximum earnable vacation accrual, give oral or written notice to department head and take up to eighty (80) hours.

14. HOLIDAYS

14.1 Eligibility

- 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~~ the employee's last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
- D. A part-time employee shall receive those paid holidays on the same basis as ~~his/her~~ the employee's basic workweek relates to forty (40) hours, regardless of work schedule.

14.2 Holiday Compensation

- A. Any employee who is required to work on a fixed paid holiday, which is part of ~~his/her~~ the employee's, regular workweek shall be entitled to holiday compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to eight (8) hours of holiday compensatory time. Departments shall make every effort to schedule the time off within the pay period in which it was earned, or if that is not possible, within the fiscal year.
- B. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours.
- C. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.
- D. 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 st
Martin Luther King's Birthday	3 rd Monday in January

Lincoln’s Birthday	February 12 th
Washington’s Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
<u>Columbus Indigenous Peoples’ Day</u>	2 nd Monday in October
Veteran’s Day	November 11 th
Thanksgiving	4 th Thursday in November
Day following Thanksgiving	Day following Thanksgiving
Christmas	December 25 th

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 annually on January 1st of each succeeding 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, 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 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 between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive three (3) Floating Holidays effective January 1st of the succeeding year.
 - 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 in full shift increments; any residual hours must be taken in conjunction with other accrued leave to fulfill a full shift.

- 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 at which the employee is currently employed.
- 4) Part-time employees shall receive Floating Holidays in proportion to the relationship their basic workweek bears to forty (40) hours. The number of hours of entitlement for Floating Holidays earned while employed, as a full-time employee shall not be reduced by virtue of an employee's status being changed to part-time after such entitlements were earned as a full-time employee.

APPENDIX B

1. The present (June 2022) approximate monthly pay rate for represented classifications is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Custody Lieutenant	\$7,774.65	\$8,163.40	\$8,571.54	\$9,000.13	\$9,450.14
	\$8,659.91	\$9,092.93	\$9,547.54	\$10,024.94	\$10,526.18
Custody Sergeant	6,880.24	7,224.26	7,585.47	7,964.75	8,363.00
	\$7,445.24	\$7,817.50	\$8,208.37	\$8,618.80	\$9,049.76

2. Effective ~~the later of December 15, 2019 or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following October 25, 2022, whichever is later,~~ the base wage rates ~~set forth in this Appendix B, paragraph 1 above,~~ will increase by ~~three percent (3%)~~ four percent (4%) of the base wage rates in effect the day before such increase takes effect. Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of ~~one and one-half percent (1.5%)~~ four percent (4%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 4% + ~~1.5%~~ 4% = ~~4.5%~~ 8%).
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 percent (3%)~~ four percent (4%) of the base wage rates in effect the day before such increase takes effect. Effective concurrent with the wage increase described in this paragraph, employees in the Custody Lieutenant class shall receive a wage increase of ~~one and one-half percent (1.5%)~~ four percent (4%) as an equity adjustment, which shall be cumulative and not compounded (e.g., 4% + ~~1.5%~~ 4% = ~~4.5%~~ 8%).
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%)~~ one percent (1%) of the base wage rates in effect the day before such increase takes effect.
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 first pay period October 2025 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.
7. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.