

COUNTY OF SOLANO
SETTLEMENT PROPOSAL
 To
SOLANO COUNTY DEPUTY SHERIFF'S ASSOCIATION
(Units 3 and 4)
October 19, 2022

The attached package proposal is submitted as a proposal for the resolution of all issues currently being negotiated between the County of Solano (County) and the Solano County Deputy Sheriff's Association (Units 3 and 4) relating to a successor MOU which expires October 21, 2022. Rejection of any proposal constitutes rejection of the entire package.

All County or Association proposals not specifically referenced herein shall be considered rejected or withdrawn from further negotiation.

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

Proposal	Section #	Description
Salaries	Appendix B (Unit #3) Appendix B (Unit #4)	See revised proposal #13 (attached)
Cafeteria Plan	6.3	County proposal #11 of 10/14/22
Uniform Allowance	6.13	County counter proposal of 10/14/22
Deferred Compensation	6.7	County proposal #12 of 9/30/22 or 15 year longevity
Field Training Officer Assignment	8.6 (Unit 3)	See attached proposal
Holidays	14.3	See revised County proposal #4 (attached)
MOU Cleanup	Various	County proposal #2 of 9/2/22
Military Leave	13.6	County proposal #3 of 10/14/22
Probationary Period	15	County proposal #5 of 9/2/22
Salary Upon Reemployment	5.3	County proposal #6 of 9/2/22
Assignment Rotation	20.3	County proposal #9 of 9/2/22
Tuition Reimbursement	16.3	County proposal #14 of 10/14/22
Term	2	County proposal #17 of 10/14/22
Vacation	9	County proposal #10 of 9/2/22
Side Letter	Early Settlement Incentive	See revised side letter (County proposal #7) attached
Side Letter	Employee Retention	County revised proposal #8 of 10/14/22
Side Letter	Pay parity	County proposal #16 of 10/14/22
Side Letter	Comparable Agencies	County revised proposal #16 (attached)

County of Solano Settlement Proposal to DSA Units 3 & 4
October 19, 2022

For County:

For the Union:

Georgia Cochran

David Brock

Date: _____

Date: _____

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	10,778.84	11,317.78	11,883.68
Sergeant-Sheriff	8,694.05	9,128.73	9,585.14	10,064.46	10,567.64
Welfare Fraud Investigator (Supervising)	8,549.69	8,977.14	9,426.01	9,897.30	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 threefour percent (34%) 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% + 4% = 9%).~~

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 threefour percent (43%) 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%) four percent (4%) 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 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.~~

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-four percent (43%) 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% + 4% = 9%). ~~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 (43%) 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%) four percent (4%) 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.~~

County Proposal 13 – Unit 3 Revised
October 19, 2022

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.

COUNTY

UNION

Georgia Cochran

David Brock

Date: _____

Date: _____

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.

OR

The County will offer 2.5% longevity at 15 years (Section 5.9 would be revised to provide for this.

The DSA may choose between the County's Deferred Compensation proposal of 9/30/22 or choose to add 2.5% - 15 year longevity, but not both.

COUNTY:

UNION:

Georgia Cochran

David Brock

Date: _____

Date: _____

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.~~

COUNTY

UNION

Georgia Cochran

David Brock

Date: _____

Date: _____

County Revised Proposal – #4 Unit 4
October 19, 2022

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 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.

14.1 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 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September

<u>Columbus Indigenous Peoples' Day</u>	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving	4 th 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

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.

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 rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3 rd Monday in February

Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
<u>Columbus Indigenous Peoples' Day</u>	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving	4 th 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

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.

COUNTY:

UNION:

Georgia Cochran

David Brock

Date: _____

Date: _____

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:

For the Union:

Georgia Cochran

David Brock

Date: _____

Date: _____

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:

For the Union:

Georgia Cochran

David Brock

Date: _____

Date: _____