

RESOLUTION NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION ESTABLISHING THE SALARY AND BENEFITS OF UNREPRESENTED ATTORNEY EMPLOYEES OF THE COUNTY OF SAN MATEO FOR THE TERM FEBRUARY 20, 2022 THROUGH OCTOBER 5, 2024

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board of Supervisors desires to establish certain salaries and benefits for unrepresented Attorney's unit personnel not covered by a Memorandum of Understanding, and

BE IT RESOLVED that the effective date of Resolution No. 076377 is extended to February 19, 2022 and then hereby rescinded as of February 20, 2022 and replaced with this resolution establishing the following benefits for unrepresented Attorney's unit personnel (excluding Court and Extra Help attorneys) not covered by a Memorandum of Understanding:

SECTION 1: SALARIES AND BENEFITS

1. Retirement and Social Security

1.1. The coverage shall be that established by the Board of Supervisors and the Board of Retirement for employees under the County Employees' Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 and the Social Security Act. Coverage by the Retirement System is described by plan brochures which are available at the San Mateo County Employees' Retirement Association ("SamCERA").

1.2. Employees Hired before August 7, 2011

Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

Plan 3: Non-contributory plan, Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

1.3. Employees hired Between August 7, 2011 and December 31, 2012

The retirement benefit options shall be:

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share. Current **Plan 4:** 2% @ 55.5 (as described in 1.2 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5 and entering into an agreement with the San Mateo County Employees' Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 3: Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

1.4. Employees hired on or after January 1, 2013

Employees hired on or after January 1, 2013 will be placed by SamCERA into Plan 5 or Plan 7 (2%@62) depending upon their eligibility.

Plan 5: Employees who are placed in Plan 5 by SamCERA will only be subject to the applicable provisions of sections 1.1, 1.3 and 1.5.

Plan 7: Employees who are placed in Plan 7 by SamCERA will not be subject any provisions in sections 1.1-1.3 and 1.5. The County will not make any contributions toward the employees' required contribution to the Retirement System for Plan 7 members.

1.5. Retirement COLA

All employees, regardless of plan or hire date, will pay 50% of the Retirement COLA costs as determined by SamCERA.

2. Health Insurance

For full-time employees enrolled in County-offered health insurance plans, the employee contributions for health insurance will be fifteen percent (15%) of the Health Maintenance Organization (HMO) premium and twenty-five percent (25%) of the Preferred Provider Organization (PPO) premium. Employees who elect a High Deductible Health Plan (HDHP) will contribute fifteen percent (15%) of the premiums and will receive an amount equal to fifty percent (50%) of the deductible placed into a Health Spending Account over the course of the calendar year. Contributions will occur biweekly.

For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the contribution to hospital and medical care premiums described above for full-time employees.

For employees occupying permanent part-time positions, who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or otherwise qualify as a "full time employee" under the provisions of the Affordable Care Act), the County will pay eighty-five percent (85%) of the County offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above. For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period who are enrolled in a County-offered High Deductible Health Plan, the County will contribute fifty percent (50%) of the deductible to the employee's Health Savings Account over the course of the calendar year. Contributions will occur biweekly.

3. Dental Insurance

The County shall contribute ninety percent (90%) of the premium for the County's dental plans. All employees must participate in one of these plans.

4. Vision Care

The County shall contribute the full premium for vision coverage. All employees must participate in this plan.

5. Life Insurance

The County shall provide fifty thousand dollars (\$50,000) life insurance for employees. The coverage includes death benefits for a spouse and children in the amount of two thousand dollars (\$2,000).

Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of seven hundred and fifty thousand dollars (\$750,000) for employee, two hundred and fifty thousand dollars (\$250,000) for spouse, and ten thousand dollars (\$10,000) for dependents.

6. Accidental Death and Dismemberment Insurance

The County shall pay the premium for one hundred and ten thousand dollars (\$110,000) coverage.

7. Long Term Disability Insurance

After three years of service employees are eligible for long-term disability benefits. The benefit is two-thirds of the salary after a waiting period of 120 days, with the maximum benefit being two thousand four hundred dollars (\$2400) per month.

Benefits for psychiatric disabilities that result from stress, depression or other life events are restricted to two years, payable per the terms and conditions of the plan.

8. Deferred Compensation

Effective July 1, 2019, all employees will be enrolled in the deferred compensation program at the rate of one percent (1%) of their pre-tax wages unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Concurrent with Cost of Living Adjustments (COLA) the deferrals will be increased in one percent (1%) increments to a maximum of five percent (5%).

9. Health, Dental, and Vision Insurance After Retirement from County Service

The following will be in effect for those who retire during the term of this Resolution:

For employees hired on or prior to April 1, 2008: The County will pay to employees who retire concurrently with separation from County service one month's health, dental and vision premium for the employee and eligible dependents for each 8 hours of unused sick leave. Employees who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit.

For employees commencing employment between April 1, 2008 and December 31, 2010: Employees who retire concurrently with separation from County service, for every 8 hours of unused sick leave, the County will pay \$700 toward the premium for one month of the retiree health plan and the full cost of one month of the dental and vision coverage. Employees who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit. For active employees, the County will contribute \$100 per month during employment to a post-employment health reimbursement account on a pre-tax basis. This account may only be used to pay for eligible premiums or medical expenses upon retirement or termination.

For employees commencing employment after January 1, 2011: For employees who retire concurrently with separation from County service, for every 8 hours of unused sick leave, the County will pay \$400 toward the premium for one month of the retiree health plan. For elective officers who retire concurrently with separation from County service, for each month of County service, the County will pay \$400 toward the premium for one month of the retiree health plan and the full cost of one month of the dental and vision coverage. Attorneys who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit.

Attorneys who retire receiving \$400 per 8 hours of sick leave, will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- With at least 10 but less than 15 years of service with the County of San Mateo – 96 hours
- With at least 15 but less than 20 years of service with the County of San Mateo – 192 hours
- With 20 years or more of service with the County of San Mateo – 288 hours

On the death of an employee or elective officer (active or retired), coverage for the spouse and dependents will continue until the sick leave credits have expired. Retirees or surviving spouses may continue the insurance, at their own expense, by premium deductions from their retirement warrants after sick leave credits have expired, in accordance with the rules of the respective carriers.

When employee or spouse reaches age 65 they must, if eligible, enroll in Medicare, which also will be reimbursed by the County if sick leave credits are available.

For employees who receive a disability retirement from County service, the County will provide additional hours of sick leave to the employee's sick leave balance for a total balance of 288.6 hours of sick leave (three years of retiree health coverage). For example, if an employee who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188.6 hours of sick leave credits to their balance.

10. Administrative/Management Leave Time

Employees who have management overtime (MOT) hours available may use such time balances as time off. Any time balance not taken as time off prior to retirement or termination will be cashed out at that time.

Employees not including elected employees shall receive 5 hours of administrative leave each pay period. No more than 260 hours of such administrative leave time may be accumulated at any one time. Except as provided below, time accruals may only be compensated by being allowed time off.

Part-time employees shall be entitled to Administrative Leave hours in proportion to the designation of the position as either half or three-quarters time, not the specific hours worked. (Half-time will equal 2.5 hours per pay period and three-quarters time will equal 3.75 hours)

The annual opportunity to convert Administrative/Management Leave hours into a cash payment shall be governed by the County Ordinance Code. The Ordinance Code and the terms of the Administrative/Management leave cash out are subject to change at any time at the discretion of the Board of Supervisors.

11. Bereavement Leave

Employees will be provided twenty-four (24) hours of paid bereavement leave upon the death of the employee's parent, spouse, domestic partner, child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law or grandchildren.

12. Advanced Leave Provisions

The Department head shall have the authority to credit an attorney in their department with up to 40 hours of vacation and 80 hours of sick leave in addition to normal vacation and sick leave accrual, provided such credit must be made within 180 days of employment. The Department head shall have the authority to provide to an attorney in their department advanced levels of vacation accrual as if the attorney had otherwise been working for the County the required number of years for the higher accrual rate, provided such credit must be made within 180 days of employment.

13. Bar Dues

The County shall pay actual cost of membership in the California State Bar Association on behalf of each employee. This specifically includes, but is not limited to, annual state bar dues and the costs associated with state bar required fingerprint background check.

The County shall pay the actual cost of annual membership in the San Mateo County Bar Association on behalf of each employee of the County Counsel's Office.

14. Holidays

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period, which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

The holidays for the County are:

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| 1) January 1 | (New Year's Day) |
| 2) Third Monday in January | (Martin Luther King, Jr.'s Birthday) |
| 3) Third Monday in February | (Washington's Birthday) |
| 4) Last Monday in May | (Memorial Day) |
| 5) June 19 | (Juneteenth) |
| 6) July 4 | (Independence Day) |

- 7) First Monday in September (Labor Day)
- 8) Second Monday in October** (Columbus Day/Indigenous Peoples Day)
- 9) November 11 (Veterans Day)
- 10) Fourth Thursday in November (Thanksgiving Day)
- 11) Friday following Thanksgiving Day
- 12) December 25 (Christmas)
- 13) Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving, or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

** Effective February 2001, the Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12. The floating holiday may be used starting in the first pay period that begins after February 12th.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

Holiday Falling on a Sunday

If one of the holidays listed above falls on Sunday and the employee is not scheduled to work that day, the holiday will be observed on Monday.

Holiday Falling on Employee's Regular Day Off

If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.

15. Vacation

Vacation accruals shall be equal to that negotiated by the Service Employees International Union (SEIU).

16. Winter Recess

Winter Recess Days shall be equal to those negotiated by the Service Employees International Union (SEIU).

17. Salaries

The salary ranges are set forth in Exhibit A which is attached hereto and made a part hereof. Effective February 20, 2022 there shall be a three percent (3%) cost of living adjustment. Effective October 2, 2022, there shall be a three percent (3%) cost of living adjustment. Effective October 1, 2023, there shall be a four percent (4%) cost of living adjustment.

18. Lump Sum Payment

As a unique, one-time discretionary measure, effective the pay period the Board of Supervisors adopts this resolution in 2022, each full-time employee covered by this Resolution in an active paid status will receive a lump-sum payment of two thousand dollars (\$2,000). The lump-sum amount will be prorated for part time employees in an active paid status. The Board exercises its discretion to make this one-time payment and employees should not expect this payment to recur at any future date in any amount. This payment is not tied to employees' tenure, production, or efficiency. There will be no roll up effect from this payment on other items of pay. The County will withhold taxes from this payment in accordance with federal and state requirements.

19. Longevity

Effective December 13, 2020, longevity pay shall be:

- One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- An additional one and one-half percent (1.5%) of base salary (for a total of two and one half percent (2.5%)) after the equivalent of ten (10) years of full time County service (20,800 hours)
- An additional one and one-half percent (1.5%) of base salary (for a total of four percent (4%)) after the equivalent of twenty (20) years of full time County service (41,600 hours)

An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of full time County service (52,000 hours).

20. Special Compensation

Attorneys assigned by the District Attorney to work as a Deputy-in-Charge of the following work units shall receive a differential of 5.74% in addition to all other compensation. Only one employee at a time may receive payment in each area:

- Each Court Branch

- Juvenile Court Division
- Consumer Fraud
- Training and Education

Lead Deputy County Counsel – Unclassified assigned to lead a specific work unit or function or assigned to perform lead work over other attorneys, shall receive a 5.74% differential, in addition to all other compensation. The number of lead designations is at the discretion of the County Counsel.

21. On-Call Pay

Attorneys shall be paid \$2.00 per hour for each hour they are required by the Department Head to be in an on-call status. On-call pay shall be authorized based on the following criteria:

- Federal and/or state regulations require an attorney to be on-call, or
- The department mission necessitates an attorney to be on-call as determined by the Department Head

And

- The attorney is required to be available to be reached by phone or text message, and
- The attorney must respond to phone or text message contact within 15 minutes when called

And

- The attorney cannot receive on-call when:
 - using vacation, sick leave or other paid or unpaid leave
 - working
 - on meal break

Such designation is subject to the approval of the County Manager.

22. Bi-lingual Pay:

Attorney positions are not eligible for bi-lingual pay.

23. Employer-Paid Deferred Compensation

Effective December 27, 2020, any employee in Senior Attorney Level (Deputy County Counsel Attorney III/IV, Deputy District Attorney III/IV or Child Support Attorney III/IV) positions who meet San Mateo County Employees' Retirement Association's (SamCERA) definition of a new member under the Public Employees' Pension Reform

Act (PEPRA), shall receive an employer paid contribution to their Deferred Compensation Plan in the amount equivalent to three percent (3%) of the employee's base salary. The contribution shall be deposited each pay period to a 401(a) Plan. The percentage of base pay contribution rate is intended as a guideline for the contribution and does not guarantee a specific amount of contribution. All contributions must be subject to applicable limitations imposed by State and Federal law, including limitations on the amount of employer contributions, as set forth under PEPRA and Internal Revenue Codes. As stated in PEPRA, employees eligible for employer contributions towards deferred compensation do not have a vested right to continue to receive such contributions.

SECTION 2. This resolution is effective immediately unless otherwise specified.

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