

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
Joint Recommendation**

Joint Recommendation

Date: October 19, 2022

The following summary represents the parties' comprehensive term sheet. The following terms do not represent the proposal of either party. Instead, they represent a set of compromises which each party can recommend to its principals as the basis for a total tentative agreement.

1. Duration

County 8/24/22 Proposal (3 Years).

2. Wages (note: Actual language will conform to current Appendix B)

- Year 1 - Effective 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 will increase by five percent (5%)
- Year 2 - Effective the beginning of twenty-sixth (26th) pay period following the Year 1 wage increase set forth above, the base wage rates will increase by four percent (4%)
- Year 3 - Effective the beginning of the twenty-sixth (26th) pay period following the Year 2 wage increase set forth above, the base wage rates will increase by three percent (3%).

3. Employee Payment for Pre-PEPRA Pension Enhancement

Amend language to provide that cost sharing will end after 20 years (November 2022).

4. Bonus for Employees earning \$85,000 or less

As an additional recognition for employees earning \$85,000 or less in annual base salary, the County will provide an inflation supplement of \$850 in the second pay period of November 2023. To qualify for this one-time lump sum bonus, employees must be (1) employed by the County and earning an annual base salary of less than \$85,000 on October 1, 2022, and (2) remain continuously employed by the County through the second pay period in November 2023.

5. Pay Parity Sideletter (TA)

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and SEIU, Local 1021 (hereinafter referred to as the "Union"), representing Units 2, 7 & 9, Unit 5, Unit 8, and Units 82, 87, 89 & 90 ("SEIU Units"). Collectively, County and Union are hereinafter referred to as "the parties."

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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 the SEIU Units. The term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset or group of a bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions.

6. Dispatcher POST Incentive Pay

The Parties agree to a Sideletter providing that the County will perform a total compensation survey of the Dispatcher classification, including the value of POST certificates in comparable jurisdictions no later than June 30, 2023.

7. Total Compensation Survey Sideletter

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 will perform a total compensation survey of benchmark classifications prior to negotiations over a successor MOU. The County will provide that study to SEIU no later than June 30, ~~2024~~ ~~2025~~. SEIU may perform its own total compensation survey and will provide that to the County prior to June 30, ~~2024~~ ~~2025~~. ~~The Parties will negotiate over market equity adjustments based on the survey prior to November 2024. Market equity adjustments will be by mutual agreement. compensation surveys are intended to inform the negotiations process and the parties will bargain over wage adjustments in light of the survey results.~~ The surveys will include (but not be limited to) the following classifications:

- a. Mental Health Specialist II
- b. Deputy Public Administrator/Public
- c. Guardian/Public Conservator
- d. Information Technology Analyst II
- e. Paralegal
- f. Animal Control Officer (Journey Level)
- g. Human Services Support Specialist
- h. Public Safety Dispatcher (Journey Level)
- i. Nurse Practitioner

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~~The Survey shall include consideration of certificate pays for the Dispatcher and Animal Control Officer series.~~

8. Longevity

[In Lieu of County’s Deferred Compensation Match proposal, which is withdrawn as part of this package]

[Units 2, 7 & 9, Unit 8, and Unit 5]

- Effective the first pay period of ~~July 2023, January 2024~~, increase 15-Year Longevity increment to 2.5% (total 5.0%)

9. Cafeteria Plan

[Units 2, 7 & 9, Unit 8, and Unit 5]

Effective January 1, 2023 or the first of the month following the Term of Agreement’s start date, whichever is later, the County’s contribution to the cafeteria plan shall be set at eighty percent (80%) ~~seventy-five (75%)~~ of Kaiser family rate of the 2023 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2024, the County’s contribution toward the ~~health~~ cafeteria plan, ~~as historically administered~~, shall be set at eighty percent (80%) ~~seventy-five (75%)~~ of the 2024 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2025, the County’s contribution toward the ~~health~~ cafeteria plan, ~~as historically administered~~, shall be set at eighty percent (80%) ~~seventy-five (75%)~~ of the 2025 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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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, whichever is sooner, 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, or alternatively and in lieu of the fifty dollar (\$50.00) per month contribution, for an employee enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of eighty dollars (\$80.00) per month into the Cafeteria Plan when the employee’s job classification has a maximum monthly salary as listed in the table below:

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00	On the same date of the wage increase in Appendix B paragraph 2

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\$6,882.00	On the same date of the wage increase in Appendix B paragraph 3
\$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
\$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
\$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

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 (\$50/\$80) shall sunset at the end of the last pay period in December 2022, ~~which includes the expiration of the 2019-2022 collective bargaining agreement.~~

Effective the same pay period as the County's contribution of eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, 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, regardless of salary. This \$50 contribution is intended to replace the \$50/\$80 contribution which sunsets in December 2022. The County contribution (\$50) shall sunset at the end of the pay period which includes the expiration of the 2022-25 MOU.

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.

10. Employee Retention/Recognition Bonus

[County 8/31/22 Proposal]
[Units 2, 7 & 9, Unit 8, and Unit 5]

In an effort to retain employees and recognize the work performed by unit members the County shall provide a one-time bonus, using ARPA and/or other funds, in the amount of one thousand-five-hundred dollars (\$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.

[Total of \$3000 including early settlement bonus].

11. Early Settlement Bonus

[County Proposal # 22 (8/10/22)]
[Units 2, 7 & 9, Unit 8, and Unit 5]

Amend to provide:

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- Signed total tentative agreement, ~~ratified~~ MOU before 10/21/22 = \$1,500 bonus

12. Jail Differential

[County 9/7 Proposal but increased to 5.0%]

Employees in the Facilities Operations Supervisor classification assigned to a County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a five percent (5.0%) pay differential for each hour, or portion thereof, worked in the adult detention facility/jail.

In the event the County agrees to modify the Jail Differential for Unit 10, this differential will be modified to match.

Note: limited to adult detention facilities/jails

13. Holidays

[County Proposals # 12-14 Dated 7/7/22]

Plus County will recognize Juneteenth as an unpaid holiday but will not close facilities on that day. Consistent with the State of California, employees may use vacation or a floating holiday to take time off on Juneteenth.

14. Bereavement Leave

[County Proposal Dated 8/4/22]

15. Grievance Procedure

[County Proposal Dated 8/22/22]

16. Out of Class Pay

[County Proposal Dated 9/7/22]

17. Boot Allowance for Extra Help (Sec. 6.F.2)

[County Proposal # 1 Dated 7/7/22]

[Units 82, 87, 89 & 90]

County 10/14/22 Proposal

18. Callback (Sec. 8.4)

[County Proposal # 15 Dated 7/7/22]

[Units 8]

Except facility operations supervisor will be increased to \$4 and \$5

19. EMD Premium and Warrant Unit Pay Differential (Sec. 8.8 & 8.9)

[County Proposal # 5 Dated 9/7/22]

[Unit 2, 7, 9]

County 10/14/22, at

*Clerical ops. Supervisor
Office Supervisor*

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20. Uniform Allowance (Sec. 8.5/6.15)

[County Proposals # 7 & 8 Dated 7/7/22]

[Units 2, 7, 9 & Unit 8] *unit 5*

County 10/5/22 Proposal, with the following changes

- Animal Control and Sheriff Security Officers – parity with DSA on uniform allowance
- Facility Operations Supervisors – no Uniform Allowance, but provide same uniforms as grounds supervisors
- Medical Assistants and Dental Assistants with direct patient care responsibilities will be provided an allowance of \$120 per year to purchase scrubs

21. Vacation (Art. 9.)

[County Proposals 16, 17 & 18 (8/10/22)]

Cleanup only

22. Sideletter on Partnership Health Plan Recruitment Bonuses (Nurse Practitioner and Physician Assistant)

[County Proposal # 25 (8/22/22)]

[Unit 2]

Note: County is evaluating potential for additional classifications.

23. Mental Health Clinical Overtime

The County will perform a classification study to evaluate whether the Mental Health Clinician should remain an FLSA-exempt classification. Study will be completed by June 30, 2023 [TA]

24. Performance Improvement Plans

The County will provide a letter stating that Performance Improvement Plans will be part of a Performance Evaluation on a form prescribed by the Director of Human Resources.

25. Assignment Pay

The Parties agree that Unit 5 will be added to the County's Assignment Pay Concept.

26. Extreme Temperatures Sideletter

The Parties agree to a Sideletter to meet to evaluate SEU's proposal on Extreme Temperatures.

27. Sideletter on President's Release Time

The Parties agree to a Sideletter to evaluate the Union's proposal of increasing the President's release time to 40 hours biweekly.

28. Nurse Practitioner Pilot Program

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The Parties agree to a Sideletter to evaluate the current pilot program providing for Administrative Hours for Nurse Practitioners in Health and Social Services

TA's:

- Blood Donation
- EMD Differential (Unit 8)
- Catastrophic Leave Bank (Units 2, 7 & 9, Unit 8 & Unit 5)
- Tuition Reimbursement (Units 2, 7 & 9, Unit 5)
- Catastrophic Leave (Units 2, 7 & 9, Unit 8 & Unit 5)
- Military Leave (Units 2, 7 & 9, Unit 8 & Unit 5)
- Sheriff's Office Shift Assignments (Unit 7)

Pending TAs

- Sideletter on Library Hours (Units 82, 87, 89 & 90; Units 2, 7 & 9 & Unit 8)
- Court Appearances (Units 2, 7, 9, Unit 8, & Unit 5)
- Leave of Absence Without Pay (Sec. 13.7)
- Out of Class Pay (Units 2, 7 & 9, Unit 8)
- EMD Differential (Units 2, 7 & 9)

Any proposals not identified herein are dropped or rejected. All remaining MOU Provisions remain status quo.

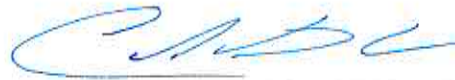
For the Union:



Tiffany Crain

Date

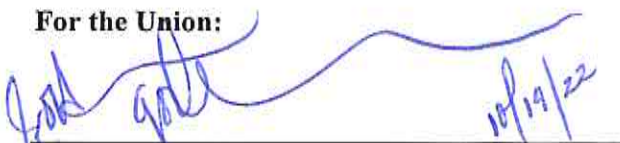
For the County:



Charles Sakai

Date 10/19/22

For the Union:



Joanne Godreau

Date

For the County:



Charmie Junn

Date

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