

Summary of Terms of Total Tentative Agreement -- Solano County and Unit 19

October 21, 2022

The below set of proposals is submitted as a package proposal from the Solano County to Unit 19 with respect to the referenced articles of the parties' contract. Agreement on individual elements of the proposal is contingent on agreement to the whole.

Any proposal not specifically addressed herein is rejected.

- **Term (County Proposal #1)**: County restates its August 4, 2022 proposal

- **Appendix B/Salary (County Proposal #19)**: County modifies its October 6, 2022 proposal as highlighted below:

Appendix B – Salary Schedule

I. The present approximate monthly pay rate for represented classification is:

Executive Management	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Director First 5 Solano	7,947.03	8,344.38	8,761.60	9,199.68	9,659.66
Dep Director H&SS- BehaviorHlth	12,213.80	12,824.49	13,465.71	14,139.00	14,845.95
Dep Director H&SS-E&E Programs	10,121.89	10,627.99	11,159.39	11,717.36	12,303.23
Dep Director H&SS-Health Offer	17,998.12	18,898.02	19,842.92	20,835.07	21,876.82
Dep Director H&SS-Med Svcs Off	20,333.82	21,350.51	22,418.03	23,538.94	24,715.88
Dep Director H&SS-Soc Prog CWS	10,121.89	10,627.99	11,159.39	11,717.36	12,303.23
Dep Director of Library Svcs	8,098.14	8,503.04	8,928.20	9,374.61	9,843.34
Dep Registrar of Voters	7,890.17	8,284.68	8,698.92	9,133.86	9,590.56
Director of Admin Services	10,260.69	10,773.73	11,312.42	11,878.03	12,471.94

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Senior Management	Step 1	Step 2	Step 3	Step 4	Step 5
Admin Services Manager	7,862.05	8,255.15	8,667.91	9,101.30	9,556.37
Airport Manager	8,398.99	8,818.94	9,259.89	9,722.88	10,209.03

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Animal Care Manager	7,129.75	7,486.24	7,860.55	8,253.58	8,666.26
Building Official	9,168.60	9,627.03	10,108.38	10,613.80	11,144.49
Capital Projects Manager	9,472.68	9,946.32	10,443.63	10,965.81	11,514.11
Central Services Manager	7,936.74	8,333.57	8,750.25	9,187.76	9,647.15
Chief Appraiser	9,174.34	9,633.05	10,114.71	10,620.44	11,151.46
Chief Dep Auditor-Controller	9,174.34	9,633.05	10,114.71	10,620.44	11,151.46
Chief Public Defender Investig	9,839.91	10,331.90	10,848.49	11,390.92	11,960.46
Contract & Program Specialist	6,340.85	6,657.90	6,990.79	7,340.33	7,707.35
County Surveyor	9,495.23	9,969.99	10,468.49	10,991.92	11,541.51
Dep Auditor-Controller	7,862.05	8,255.15	8,667.91	9,101.30	9,556.37
Dep Compliance & QA Manager	7,946.37	8,343.69	8,760.87	9,198.91	9,658.86
Emergency Services Manager	9,279.69	9,743.67	10,230.85	10,742.40	11,279.51
Employment/Eligibility Admin	9,163.14	9,621.30	10,102.36	10,607.48	11,137.86
Engineering Manager	11,069.24	11,622.70	12,203.84	12,814.03	13,454.74
Environmental Health Mgr	10,036.35	10,538.17	11,065.08	11,618.34	12,199.25
Facilities Operations Manager	8,398.99	8,818.94	9,259.89	9,722.88	10,209.03
Family Violence Preventn Offcer	6,698.82	7,033.76	7,385.45	7,754.72	8,142.45
Fleet Manager	7,862.05	8,255.15	8,667.91	9,101.30	9,556.37
Forensic Laboratory Director	10,659.78	11,192.77	11,752.41	12,340.03	12,957.03
Health Services Administrator	10,297.02	10,811.87	11,352.46	11,920.08	12,516.09
Info Technology Manager	10,009.62	10,510.11	11,035.61	11,587.39	12,166.76
IT Infrastructure & Ops Mgr	10,009.63	10,510.11	11,035.61	11,587.39	12,166.76
Library Branch Manager	7,056.68	7,409.51	7,779.99	8,168.99	8,577.44
Literacy Program Manager	7,057.20	7,410.06	7,780.57	8,169.59	8,578.08
Mental Health Medical Director	18,874.00	19,817.70	20,808.59	21,849.02	22,941.47
Mental Health Services Admin	11,087.97	11,642.37	12,224.48	12,835.71	13,477.49
Nursing Services Director	10,301.69	10,816.77	11,357.61	11,925.49	12,521.76
Parks Services Manager	7,414.54	7,785.27	8,174.53	8,583.26	9,012.42
Planning Program Manager	9,749.24	10,236.71	10,748.54	11,285.97	11,850.27

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Policy & Financial Analyst	7,751.60	8,139.17	8,546.13	8,973.44	9,422.11
Policy & Financial Manager	8,681.79	9,115.88	9,571.67	10,050.26	10,552.77
Public Authority Administrator	8,398.99	8,818.94	9,259.89	9,722.88	10,209.03
Public Hlth Lab Asst Director	7,551.31	7,928.88	8,325.32	8,741.59	9,178.67
Public Hlth Lab Director	9,472.68	9,946.31	10,443.63	10,965.81	11,514.10
Public Works Operations Mgr	8,398.99	8,818.94	9,259.89	9,722.88	10,209.03
Real Estate Manager	7,862.05	8,255.15	8,667.91	9,101.30	9,556.37
Social Svcs Administrator-CWS	9,163.14	9,621.30	10,102.36	10,607.48	11,137.86
Water & Nat Resources Prog Mgr	9,749.25	10,236.71	10,748.54	11,285.97	11,850.27

2. Effective ~~the later of October 6, 2019 or~~ the beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement or the first full pay period following October 21, 2022, whichever is later, the base wage set forth in this Appendix B paragraph 1, above, will increase by ~~three percent (3%)~~ five percent (5%) of the base wage rates in effect before such increase takes effect.

Effective concurrent with the wage increase described in paragraph 2 above, employees in the Dep Director H&SS-E&E Programs classification and Dep Director H&SS-Soc Prog CWS classification shall receive a wage increase of five percent (5.0%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 5% + 5% = 10%).

3. Effective the beginning of the pay period of the twenty-sixth (26th) pay period following the base wage increase identified in this Appendix B paragraph 2, above, will increase by ~~three percent (3%)~~ four percent (4.0%) of the base wage rates in effect before such increase takes effect.

4. Effective the beginning of the twenty-sixth (26th) pay period following the base wage increase identified in this Appendix B paragraph 3, above, will increase by three percent (3%) ~~two percent (2%)~~ of the base wage rates in effect before such increase takes effect.

~~5. Effective the beginning of the thirteenth (13th) pay period following the base wage increase identified in this Appendix B paragraph 4, above, will increase by one percent (1%) of the base wage rates in effect before such increase takes effect.~~

~~6. Effective September 4, 2022, the base wage increase identified in this Appendix B, paragraph 5, above, will increase by one percent (1%) of the base wage rates in effective before such increase takes effect.~~

- Work Out of Class (County Proposal #17): County restates its September 1, 2022 proposal

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- **Deferred Compensation (County Proposal #18)**: County restates its September 1, 2022 proposal

 - **Education Reimbursement (County Proposal #4)**: County restates its August 4, 2022 proposal

 - **Vacation (County Proposal #5)**: County restates its August 4, 2022 proposal

 - **Holidays (County Proposal #8)**: The parties agree to meet no later than February 1, 2023 for purposes of discussing the recognition of Juneteenth National Independence Day as an observed, paid County holiday in place of another paid County holiday. This convening is contingent on all represented bargaining units agreeing to participate. Any changes to the County's observed holiday schedule must be agreed upon by all represented bargaining units.

 - **Early Settlement Side Letter (County Proposal #21)**: County modifies its September 29, 2022 proposal as highlighted below:

SIDE LETTER AGREEMENT

To the Memorandum of Understanding

Between the County of Solano and Professional and Technical Engineers, Local 21
Unit 19 – Executive and Senior Management
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 the Professional and Technical Engineers, Local 21 (hereinafter referred to as the "Union") representing Unit 19 – Executive and Senior Management. Collectively, County and the 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 by the last pay day in November 2022:

- If the Association returns the signed **total tentative agreement** to the Director of Human Resources on or before **October 21, 2022**, then employees shall receive a lump sum payment of one thousand **five hundred** dollars (\$15000).

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- If the Association returns the signed **total tentative agreement** 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.

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- **Recruitment/Retention Bonus (County Proposal #11)**: County restates its September 29, 2022 proposal

SIDE LETTER AGREEMENT

To the Memorandum of Understanding

Between the County of Solano and Professional and Technical Engineers, Local 21
Unit 19 – Executive and Senior Management
Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and the Professional and Technical Engineers, Local 21 (hereinafter referred to as the "Union") representing Unit 19 – Executive and Senior Management. Collectively, County and the Union are hereinafter referred to as "the parties."

In an effort to retain employees and recognize the work performed by unit members the County shall provide a one-time bonus 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.

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- **Healthcare (Union Proposal #12)**: County modifies its September 29, 2022 response as highlighted below

6.3 Cafeteria Plan

Effective with the coverage effective January 1, 2023~~19~~ **or the term of Agreement's start date, whichever is later**, the County's contribution toward the health plan, as historically administered, shall be set at **eighty percent (80%)**~~seventy-five percent (75%)~~ of the 2023~~19~~ PEMHCA **Region 1 Bay Area Kaiser Permanente** ~~family rate minus the PEMHCA MEC.~~

Effective with the coverage effective January 1, 2024~~20~~, the County's contribution towards the health plan, as historically administered, shall be set at **eighty percent (80%)**~~seventy-five percent~~

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~~(75%) of the 202420 PEMHCA Region 1 Kaiser Permanente Family rate minus the PEMHCA MEC.~~

Effective with the coverage effective January 1, 202521, the County's contribution towards the health plan, as historically administered, shall be set at eighty percent (80%) ~~seventy-five percent (75%)~~ of the 202521 PEMHCA Region 1 Kaiser Permanente Family rate minus the PEMHCA MEC.

~~Effective with the coverage effective January 1, 2022, the County's contribution towards 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.~~

~~Additionally, with the pay period that includes the latter of October 6, 2019 or the beginning of the first pay period following adoption of the 2019 collective bargaining agreement, 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. 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. of fifty dollars (\$50.00) shall sunset at the end of the pay period which includes ~~October 21, 2022~~ the expiration of the 2022-2025 collective bargaining agreement.~~

An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll. An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty 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.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next

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open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

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- **Emergency Response Compensation (Union Proposal #27):** County restates its September 15, 2022 proposal.

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- **Pay Parity (County Proposal #16):** County restates its August 24, 2022 proposal

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- **Leave Contribution Program (Union Proposal #6):** County restates its August 4, 2022 proposal.

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- **Standby Differential (Union Proposal #23):** County responds as follows

NEW SECTION: Life/Mission Critical Differential

The parties agree that employees who are who are regularly required by their supervisors to respond to life/service/mission critical tasks (i.e., routinely responding to emergent situations involving County facilities or clients, etc.) which requires working excessive hours outside their regular work schedule, which exceeds administrative leave provided, as determined by the Department Head with concurrence of the County Administrator, shall be eligible for a pay differential equal to three percent of their base wage for all hours worked during the duration of such assignment.

Receipt of this differential shall not alter the status of these classifications as exempt from overtime under the Fair Labor Standards Act and the pension treatment of such differential shall be determined by CalPERS. This differential does not constitute overtime pay and these employees are not entitled to overtime pay for such work.

This differential pay shall not overlap with the Emergency Operation Center Response compensation, as prescribed in Section XX. If there is an overlap, only the Emergency Operation Center Response compensation shall apply.

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- **Retirement (Section 6.10(H)(3))**

6.10 Retirement

H. Employee Payment of PERS Member Contributions

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3. Employee Payment For Pre-PEPRA Formula Enhancement

In November 2002, the County amended its contract with PERS to provide for the above-referenced 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,036,452). The Parties agreed that such cost would be the responsibility of the employees. The County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. That payment will continue to take the form of a percentage deduction made from the paycheck of each employee in the unit, until ~~the above established cost has been recovered~~ **no later than the last pay period of November 2022**. ~~Each year (January) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix E).~~

- Salary Survey -- language to be added to tentatively agreed upon Total Compensation Side Letter

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 Local 21/Unit 19 no later than June 30, 2024. Local 21/Unit 19 may perform its own total compensation survey and will provide that to the County prior to June 30, 2024. The Parties will negotiate over market equity adjustments based on the survey prior to November 2024. Market equity adjustments will be by mutual agreement. The surveys will include (but not be limited to) the following classifications:

- A. Administrative Services Manager
- B. Building Official
- C. County Surveyor
- D. Employment Eligibility Administrator
- E. Info Tech Manager
- F. IT Infrastructure & Ops Manager
- G. Library Branch Manager
- H. Policy & Financial Manager
- I. Public Health Lab Director
- J. Social Services Administrator – CWS

- Management Business Expense Allowance – NEW SECTION

Effective the first full pay period following Board adoption of the 2022-2025 memorandum of understanding, employees will receive a business expense allowance in the amount of \$50.00 per month to cover incidental expenses incurred in the performance of their duties.

Tentative Agreements

The County believes the below list reflects the parties' current tentative agreements:

- Section 3.5 (Names and Classes of Represented Employees), dated August 24, 2022
- Section 3.2 (New Employee Orientation), dated September 1, 2022
- Section 13.1 (Pregnancy Disability Leave), dated September 1, 2022

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- Section 12 (Bereavement Leave), dated September 1, 2022
- Section 19.3 (Grievance Steps), dated September 15, 2022
- Section 13.6 (Military Leave), dated September 15, 2022
- Section 5.3 (Salary Upon Reemployment), dated October 13, 2022
- Section 22.7 (Joint Labor Management Committee), dated October 13, 2022
- Side Letter on Comparable Cities/Countries, dated October 13, 2022

County
Burt Alfrey
10/21/22
TA

Union
10/21/22
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