

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
County’s Comprehensive Package Proposal #4**

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Date: October 14, 2022

The following is submitted as a package proposal for settlement. Agreement on individual elements of the proposal is contingent on agreement to the whole.

Any proposal not specifically addressed herein is rejected.

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 four percent (4%)
- 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 four percent (4%).

3. 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."

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.

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
County’s Comprehensive Package Proposal #4**

4. 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, 2025. SEIU may perform its own total compensation survey and will provide that to the County prior to June 30, 2025. The 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
- e. Paralegal
- f. Animal Control Officer series
- g. CalSAWS
- h. Public Safety Dispatcher Series
- i. Nurse Series

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

5. 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 January 2024, increase 15-Year Longevity increment to 2.5% (total 5.0%)**

6. Cafeteria Plan

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.

**County of Solano and SEIU, Local 1021
 Successor MOU Negotiations – 2022
 County’s Comprehensive Package Proposal #4**

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.

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
\$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

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
County’s Comprehensive Package Proposal #4**

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.

7. 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].

8. Early Settlement Bonus

[County Proposal # 22 (8/10/22)]

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

Amend to provide:

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

9. 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~~.

Note: limited to adult detention facilities/jails

10. 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.

11. Bereavement Leave

[County Proposal Dated 8/4/22]

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
County’s Comprehensive Package Proposal #4**

12. Grievance Procedure

[County Proposal Dated 8/22/22]

13. Out of Class Pay

[County Proposal Dated 9/7/22]

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

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

[Units 82, 87, 89 & 90]

See Attached.

15. Callback (Sec. 8.4)

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

[Units 8]

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

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

[Unit 2, 7, 9]

17. Uniform Allowance (Sec. 8.5/6.15)

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

[Units 2, 7, 9 & Unit 8]

County 10/5/22 Proposal

18. Vacation (Art. 9.)

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

Cleanup only

19. Sideletter on Recruitment Bonuses (Nurse Practitioner and Physician Assistant)

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

[Unit 2]

Note: County is evaluating potential for additional classifications.

20. Mental Health Clinical Overtime

The County will perform a classification study to evaluate whether the Mental Health Clinician should remain an FLSA-exempt classification.

**County of Solano and SEIU, Local 1021
Successor MOU Negotiations – 2022
County’s Comprehensive Package Proposal #4**

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.

County Proposal # – Unit 82, 87, 89, 90
(Revised) October 14, 2022

11. Uniforms

C. BOOT REIMBURSEMENT

With the exception of Inventory Clerks in the Office of the Registrar of Voters (ROV), the County will provide a boot reimbursement in the amount of two hundred and fifty dollars (\$250.00) every two (2) years for employees in classifications where employees in a regular position receive a boot reimbursement. The employee must present a proof of purchase.

Employees are expected to maintain their boots for the full two (2) year period and are entitled to only one (1) boot reimbursement every two (2) years, regardless of employment status. For example, if an employee receives a boot reimbursement in June of 2023, ends their extra help position in December of 2023, and reinstates in June of 2024, the employee will not be entitled to a new boot reimbursement until June of 2025.

Safety boots shall meet legally mandated safety requirements or departmental standards.

Employees who receive the boot reimbursement shall wear the boots at all times while on duty.