

Total Tentative Agreement between Solano County and the Solano County  
Sheriff's Custody Association (Unit 13)

October 19, 2022

The below terms represent a total tentative agreement between Solano County and the Solano County Sheriff's Custody Association (Unit 13) on the terms of a successor memorandum of understanding.

All prior tentative agreements will be incorporated into the parties' successor memorandum of understanding. Except as noted, any proposal not specifically addressed herein is rejected or withdrawn, as applicable.

**Wages:** County modifies its October 17, 2022 proposal as highlighted below:

**Appendix B**

- The present approximate monthly pay rate for the represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Correctional Officer	5,492.09	5,766.67	6,055.00	6,357.78	6,675.64
Correctional Officer (Entry)	4,395.78	4,615.57	4,846.35	5,088.67	5,343.12

**[SALARY TABLE TO BE UPDATED]**

- Effective the later of **beginning of the first full pay period following October 21, 2022**~~December 15, 2019~~ or the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by ~~three percent (3%)~~ **four percent (4.0%)** ~~five percent (5.0%)~~ of the base wage rates in effect the day before such increase takes effect.
- 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 **four percent (4.0%)** of the base wage rates in effect the day before such increase takes effect.
- 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 **three percent (3.0%)** ~~four percent (4.0%)~~ ~~two percent (2%)~~ of the base wage rates in effect the day before such increase takes effect.
- ~~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.~~
- ~~Effective September 4, 2022~~ **the first full pay period of October 2025**, the base wage rates set forth in this Appendix B, paragraph 6 above, will increase by ~~one~~

Total Tentative Agreement between Solano County and the Solano County  
Sheriff's Custody Association (Unit 13)

October 19, 2022

~~percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

7. The parties agree that the "survey group" consists of the counties of Solano, San Joaquin, Sonoma, Stanislaus, Napa and Yolo and the State of California.
8. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

**SIDE LETTER AGREEMENT**

**To the Memorandum of Understanding**

**Between the County of Solano and Solano County Sheriff's Custody Association**

**Regarding Pay Parity**

**This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Solano County Sheriff's Custody Association (hereinafter referred to as the "Association"), representing Unit 13. Collectively, County and Association 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 Unit 13. 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.**

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**Healthcare:** County accepts Unit 13's proposal as reflected in contract language below:

**6.3 Cafeteria Plan**

Effective for coverage beginning January 1, ~~2019~~**2023**, the County's contribution to the cafeteria plan shall be set at ~~seventy five (75%)~~ **eighty percent (80%)** of the 2019 PEMHCA Bay Area **Region 1** Kaiser Permanente ~~2019~~**2023** family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2020~~**2024**, the County's contribution toward the health plan, as historically administered, shall be set at ~~seventy five~~ **eighty** percent (~~75~~**80**%) of the ~~2020~~**2024** PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2021~~**2025**, the County's contribution toward the health plan, as historically administered, shall be set at ~~seventy five~~ **eighty** percent (~~75~~**80**%) of the ~~2021~~**2025** PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Total Tentative Agreement between Solano County and the Solano County  
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October 19, 2022

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

Employees who waive health insurance because the employee demonstrates to the County that s/he has alternate health insurance coverage shall receive no more than \$500.00 per month minus the CalPERS Minimum Employer Contribution (MEC) as cash back. Employees who elect employee only coverage will receive no more than \$334.58 per month as cash back, depending on the medical plan selected.

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.

A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) 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.

Additionally, beginning the first pay period following adoption of the 2017 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. The County contribution shall sunset at the end of the pay period which **the expiration of the 2022-2025 collective bargaining agreement** ~~includes October 21, 2022.~~

#### 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 Flexible Spending Account ("HFSA"). 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 or her HFSA at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HFSA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

#### Dependent Care Reimbursement Account

During the 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 Assistant Plan ("DCAP") account. The employee's election is irrevocable until the next open enrollment period, except on

Total Tentative Agreement between Solano County and the Solano County  
Sheriff's Custody Association (Unit 13)

October 19, 2022

occurrence of a qualifying event specified in the County's Plan Document. The employee may request reimbursement of qualifying dependent care expenses from his or her DCAP Account. The employee will forfeit all unused funds remaining in his or her DCAP account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later.

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**Recognition & Retention Payment (County Proposal 13/Union Proposal 15):** County restates its October 17, 2022 proposal on the recognition and retention payment but is agreeable to modifying its proposal on early settlement lump sum as highlighted below

**SIDE LETTER AGREEMENT**

To the Memorandum of Understanding

Between the County of Solano and Solano County Sheriff's Custody Association

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 Sheriff's Custody Association (hereinafter referred to as the "Association"), representing Unit 13. Collectively, County and Association 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**, ~~ratified Memorandum of Understanding~~ to the Director of Human Resources on or before **October 14, 2022**, ~~then employees shall receive a lump sum payment of one thousand dollars (\$1000).~~
- ~~If the Association returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after October 14, 2022, but on or before October 21, 2022, then employees shall receive a lump sum payment of~~ **one thousand five hundred dollars (\$1500)** ~~six hundred dollars (\$600).~~
- If the Association 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.

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**Longevity (Union Proposal #10) & Deferred Compensation (Union Proposal #8):** County is agreeable to implementing either (i) its October 17, 2022 proposal on longevity or (ii) its October 4, 2022 proposal on deferred compensation – but not both. Unit 13 must inform the County which of these two options its membership elects at the time it informs the County of the results of the ratification vote on the parties' total tentative agreement.

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**Grievance Process (County Proposal #2):** County restates its September 29, 2022 proposal

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**Term:** County restates its September 29, 2022 proposal

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**Leave Contribution Pool:** County restates its September 29, 2022 proposal

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**Vacation:** County restates its September 29, 2022 proposal

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**Military Leave:** County restates its September 29, 2022 proposal

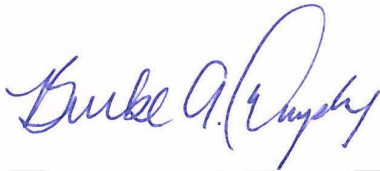
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**Tentative Agreements**

1. Section 5.3 (Salary Upon Reemployment, dated October 4, 2022)
2. Section 6.12 (Tuition Reimbursement), dated October 4, 2022
3. Section 14 (Holidays), dated October 4, 2022
4. Section 15.1 (Probationary Period), dated October 4, 2022

Date: 10/20/22

Date: 10/20/2022

By:   
For Solano County

By:   
For SCSCA