

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

The below set of proposals is a package proposal from the Solano County to Units 12 and 15 with respect to the referenced articles of the parties' contract. Any items previously tentatively agreed upon shall be incorporated into any successor agreement between the parties. The proposals below are contingent upon the parties reaching tentative agreement on the entire package set forth below and on the entire contract. The County will consider a rejection of any portion a general rejection of the entire package. In the event of a rejection, the County's position on all items at the table shall be the most recent position adopted prior to passing this package proposal.

Except as noted, any proposal not specifically addressed herein is rejected.

-
- **Early Settlement Side Letter**: County modifies its September 28, 2022 proposal as highlighted below:

SIDE LETTER AGREEMENT

To the Memorandum of Understanding
Between the County of Solano and Solano Probation Peace Officer 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 Probation Peace Officer Association (hereinafter referred to as the "Association"), representing Units 12 and 15. 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 21**, 2022, then employees shall receive a lump sum payment of one thousand **five hundred** dollars (\$~~15~~000).
- If the Association returns the signed **total tentative agreement**, ~~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.

Distributed via email on October 20, 2022

SIDE LETTER AGREEMENT

**To the Memorandum of Understanding
Between the County of Solano and Solano Probation Peace Officer Association**

Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the “County”) and Solano Probation Peace Officer Association (hereinafter referred to as the “Association”), representing Units 12 and 15. Collectively, County and Association 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.

-
- **Longevity (Union Proposal #12)/Deferred Compensation (Union Proposal #14):** County is agreeable to offering Units 12 and 15 the option to either (i) maintain the increased deferred compensation matching increases set forth in the parties’ tentative agreement or (ii) modifying the longevity benefit for both Units 12 and 15 as set forth below – but not both. The Units could each select a different option (e.g., Unit 12 could elect the new longevity benefit and Unit 15 could elect to keep the deferred compensation match increases). Units 12 & 15 must inform the County which of these two options its membership(s) elects at the time it informs the County of the results of the ratification vote on the parties’ total tentative agreement.

5.9 Longevity Compensation

- A. All employees employed in regular or limited-term full-time positions, upon the completion of ten (10) years continuous full-time service, shall be entitled to a two and one-half percent (2.5%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation (a total of 5%) additionally, after twenty-five (25) years of continuous full-time service, an additional two and a half (2.5%) percent increase in compensation (a total of 7.5%) additionally, employees who complete (30) years of continuous full-time service, shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 10%) additionally effective the beginning of the pay period following Board of Supervisors adoption of this MOU, employees who complete (35) years of continuous full-time service shall be entitled to an additional two and one-half (2.5%) percent increase in compensation (a total of 12.5%) over the rate for the class in which employed.

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

Effective the first full pay period of July 2023, employees who complete fifteen years of continuous full-time service shall be entitled to an additional 2.5% increase in compensation over the rate for the class in which employed, and the total longevity benefit at each subsequent tier will increase by 2.5%, up to a maximum of 15% for employees who complete thirty-five (35) years of continuous full-time service.

- B. All employees employed in regular or limited-term part-time positions, shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in regular or limited-term full-time positions as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

-
- **Juvenile Corrections Counselor Ad Pay (Union Proposal #15)**: County proposes to extending the existing side letter through the last full pay period of calendar year 2023.

-
- **Armed Officer Pay (Union Proposal #16)**: County responds as follows:

SIDE LETTER AGREEMENT

To the Memorandum of Understanding

Between the County of Solano and Solano Probation Peace Officer Association Regarding Armed Officer Pay

The County of Solano (hereinafter referred to as the "County") and Solano Probation Peace Officer Association (hereinafter referred to as the "Association" and, together with the County, the "parties"), representing Units 12 and 15 agree as follows:

The parties County shall meet and confer complete over a survey of armed officer/armoring differential pay at its comparable jurisdictions no later than June 30, 2023, for the purpose of determining armed officer/armoring differential pay for Units 12 and 15, and will share those results with Units 12 and 15 upon completion. .

-
- **Healthcare (Union Proposal #17)**: County is agreeable to Unit 12/15's October 17, 2022 proposal except as highlighted below:

6.3 Cafeteria Plan

- A. Effective for coverage beginning January 1, 20192023, the County's contribution toward the cafeteria plan shall be set at ~~seventy-five~~ **eighty** percent (~~75~~**80**%) of the 20192023 PEMHCA Bay Area **Region 1** Kaiser Permanente family rate minus the PEMHCA MEC.

Distributed via email on October 20, 2022

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.

~~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.~~

- B. 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 three hundred thirty-four and fifty-eight cents (\$334.58) per month.
- C. 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.
- D. 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 first to the PEMHCA MEC and any remaining employer contribution ~~then~~ shall ~~then~~ be allocated to the cafeteria plan.
- E. Additionally, beginning the first pay period ~~as the County's contribution of eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate,~~ 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) ~~eighty dollars (\$80.00)~~ per month into the Cafeteria Plan, regardless of salary. 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 includes the expiration date of this MOU ~~October 21, 2022~~.
- F. 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 to the employee's Health Flexible Spending Account ("HFSA"). The employee's election is irrevocable

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

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.

G. 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 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.

- **Salary (Union Proposal 19A):** County modifies its September 28, 2022 proposal as highlighted below

APPENDIX B – SALARY SCHEDULE

The present approximate monthly pay rate for the represented classifications are:

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Probation Officer	5,456.51	5,729.34	6,015.81	6,316.60	6,632.43
Dep Probation Officer (Entry)	4,723.26	4,959.42	5,207.39	5,467.76	5,741.15
Dep Probation Officer (Senior)	6,281.85	6,595.94	6,925.74	7,272.02	7,635.62
Group Counselor	4,723.26	4,959.42	5,207.39	5,467.76	5,741.15
Group Counselor (Entry)	4,091.05	4,295.61	4,510.39	4,735.91	4,972.70
Group Counselor (Senior)	5,456.51	5,729.34	6,015.81	6,316.60	6,632.43

[SALARY SCHEDULE/JOB TITLES TO BE UPDATED]

1. Effective the later of **October 25, 2022** ~~November 17, 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, will increase by ~~three~~ **five** percent (~~35~~**5**%) of the base wage rates in effect the day before such increase takes effect.

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

2. Effective concurrent with the wage increase described in paragraph 1 above, employees in the Juvenile Corrections Counselor Group Counselor series (entry, journey, senior) **and in the Deputy Probation Officer series (entry, journey, senior)** shall receive a wage increase of **five percent (5.0%)** ~~one and half percent (1.5%)~~ as an equity adjustment, which shall be cumulative and not compounded (e.g. 5% + 5% = 10% ~~3% + 1.5% = 4.5%~~).
3. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraphs 1 and 2 above, the base wage rates will increase by **four percent (4.0%)** ~~three percent (3%)~~ of the base wage rates in effect the day before such increase takes effect.
4. Effective concurrent with the wage increase described in paragraph 3 above, employees in the Deputy Probation Officer series (entry, journey, senior) shall receive a one percent (1.0%) equity adjustment as an equity adjustment, which shall be cumulative and not compounded (e.g. 4% + 1% = 5.0%).
5. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraphs 3 and 4 above, the base wage rates will increase by ~~two percent (2%)~~ **three percent (3%)** of the base wage rates in effect the day before such increase takes effect.
6. 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.
7. Effective September 4, 2022, the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.

Note: The hourly rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

- **Salary (Union Proposal 19B):** County modifies its September 28, 2022 proposal as highlighted below

APPENDIX B – SALARY SCHEDULE

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

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Dep Probation Officer (Spvsing)	7,224.12	7,585.33	7,964.60	8,362.83	8,780.97

[SALARY SCHEDULE TO BE UPDATED]

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

1. Effective the later of **October 25, 2022** ~~November 17, 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, will increase by ~~three~~ **five** percent (~~3~~**5**%) of the base wage rates in effect the day before such increase takes effect.
2. **Effective concurrent with the wage increase described in paragraph 1 above, employees in the Deputy Probation Officer (Supervising) 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 twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraphs 1 and 2 above, the base wage rates will increase by ~~four~~ **three** percent (~~4~~**3**%) of the base wage rates in effect the day before such increase takes effect.
4. Effective concurrent with the wage increase set forth in the paragraph 3 above, employees in this classification shall receive a one percent (1.0%) equity adjustment, which shall be cumulative and not compounded ($4\% + 1\% = 5\%$).
5. Effective the beginning of twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraphs 3 and 4 above, the base wage rates will increase by ~~three~~ **one** percent (~~3~~**1**%) of the base wage rates in effect the day before such increase takes effect.
6. ~~Effective the beginning of the thirteenth (13th) pay period following the wage increase set forth in this Appendix B, paragraph 3 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.~~
7. ~~Effective September 4, 2022 the base wage rates set forth in this Appendix B, paragraph 4 above, will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.~~

-
- **Leave Contribution Program (County Proposal #2)**: County restates its August 10, 2022 proposal

-
- **Overtime Side Letter (County Proposal #10)**: County restates its September 13, 2022 proposal

-
- **Bilingual Pay (Union Proposal #4)**: County restates its September 28, 2022 proposal

-
- **Holidays (Union Proposal #11)**: County accepts the Union's October 19, 2022 proposal
-

Solano County Package Proposal #3 to Units 12 & 15

Distributed via email on October 20, 2022

- Total Compensation Survey (Union Proposal #18): County restates its October 5, 2022 proposal

-
- Term (Union Proposal 20): County restates its September 13, 2022 proposal

-
- Pay Parity (Union Proposal 21): County restates its September 13, 2022 proposal
-

Tentative Agreements

The Parties' previously signed tentative agreements will be incorporated into any successor contract except as noted above (subject to Unit 12/15 approval)

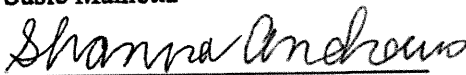
1. Updates to Pronouns, dated August 8, 2022
2. Updates to Classification Name, dated August 17, 2022
3. Section 9.1 (Vacation), dated August 17, 2022
4. Section 13.6 (Military Leave), dated September 1, 2022
5. Section 7.1 (Safety), dated September 1, 2022
6. Section 19.3 (Grievance Process), dated September 1, 2022
7. Section 6.12 (Education Reimbursement), dated September 13, 2022

APPROVED BY SPPOA 10/20/22


John Pierce

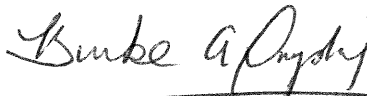

Jennifer Ramirez


Susie Manietta


Shanna Andrews



Christopher W. Miller

For Solano County

Burke A. Dunphy
10/20/22

Tentative
Agreement