

Summary of Total Tentative Agreement – Solano County and Unit 6

October 21, 2022

The below set of proposals is submitted as a package proposal from the Solano County to Unit 6 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/Union Proposal #2)**: County restates its August 4, 2022 proposal

- **Appendix B/Salary (County Proposal #19)**:

The present approximate monthly pay rates for represented classifications are:

| Job Title | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Community Services Coordinator | | \$7,411.80 | \$7,782.39 | \$8,171.51 | \$8,580.09 | \$9,009.09 |
| Eligibility Benefits Spec Supv | | \$5,372.29 | \$5,640.90 | \$5,922.95 | \$6,219.10 | \$6,530.05 |
| Employment Resources Spec Supv | | \$5,908.97 | \$6,204.42 | \$6,514.64 | \$6,840.37 | \$7,182.39 |
| Mental Health Clinical Supv | | \$8,012.12 | \$8,412.72 | \$8,833.36 | \$9,275.03 | \$9,738.78 |
| Program Specialist | | \$5,908.97 | \$6,204.42 | \$6,514.64 | \$6,840.37 | \$7,182.39 |
| Social Services Program Coord | | \$7,283.37 | \$7,647.54 | \$8,029.92 | \$8,431.42 | \$8,852.99 |
| Social Services Supervisor | | \$7,283.37 | \$7,647.54 | \$8,029.92 | \$8,431.42 | \$8,852.99 |
| Special Programs Supervisor | | \$5,908.97 | \$6,204.42 | \$6,514.64 | \$6,840.37 | \$7,182.39 |
| Therapist (Senior) | | \$6,771.35 | \$7,109.92 | \$7,465.41 | \$7,838.68 | \$8,230.62 |

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 pay period following October 21, 2022, whichever is later**, the base wage set forth in this Appendix B paragraph 1, above, will increase by **five percent (5%)**~~three percent (3%)~~ of the base wage rates in effect before such increase takes effect.
3. Effective the beginning of the 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%)**~~three percent (3%)~~ of the base wage rates in effect the day before such increase takes effect.
4. 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%)**

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~~two percent (2%) one percent (1%)~~ of the base wage rates in effect the day before such increase takes effect.

5. ~~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.~~
6. ~~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.~~
7. 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.

- **Longevity (Union Proposal #10/Deferred Compensation (County Proposal #17):**

Unit 6's membership may elect either (i) the County's deferred compensation proposal from September 1, 2022 (phased in increases up to \$75 per pay period in 2025) or (ii) modifying the longevity benefit for Unit 6 as set forth below – but not both. **Unit 6 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 in regular or limited-term 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 one half percent increase in compensation (a total of 7.5%) over the rate for the class in which employed; additionally, after thirty (30) years of continuous full-time service and additional two and one half percent (2.5%) increase in compensation (a total of 10%); additionally, after thirty-five (35) years of continuous full-time service an additional two and one half percent (2.5%), (a total of 12.5%) over the rate for the class in which employed.

B. 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.

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

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- **Holidays (County Proposal #4)**: 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.

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- **Early Settlement Side Letter (County Proposal #22)**: 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 6 – Solano H&SS Association of Professional Employees
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 6 – Solano H&SS Association of Professional Employees. 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**, ~~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 (\$~~10500~~).
- 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.

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- **Recruitment/Retention Bonus (County Proposal #13):**

SIDE LETTER AGREEMENT

To the Memorandum of Understanding

Between the County of Solano and Professional and Technical Engineers, Local 21
Unit 6 – Solano H&SS Association of Professional Employees
Employee Retention/Recognition

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the “County”) and Professional and Technical Engineers, Local 21 (hereinafter referred to as the “Union”) representing Unit 6 – Solano H&SS Association of Professional Employees. 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.

- **Healthcare (Union Proposal #12):** County modifies its October 6, 2022 response as highlighted below

6.3 Cafeteria Plan

A. The County has established a Cafeteria Plan in conjunction with the California Public Employees’ Retirement System (CalPERS) Health Insurance Plan.

For coverage effective January 1, 2019~~2023~~ **or the term of Agreement’s start date, whichever is later**, the County’s contribution toward the cafeteria plan shall be set at **eighty percent (80%)**~~seventy five percent (75%)~~ ~~eighty five percent (85%)~~ of the 2019~~2023~~ **Region 1** PEMHCA ~~Bay Area Family Kaiser~~ **Permanente Family** rate minus the PEMHCA MEC.

For coverage effective January 1, 2024~~40~~, the County’s contribution toward the cafeteria plan shall be set at **eighty percent (80%)**~~seventy five percent (75%)~~ ~~eighty five percent (85%)~~ of the 2024~~40~~ PEMHCA **Region 1** PEMHCA ~~Bay Area Family Kaiser~~ **Permanente Family** rate minus the PEMHCA MEC.

For coverage effective January 1, 2025~~51~~, the County’s contribution toward the cafeteria plan shall be set at **eighty percent (80%)**~~seventy five percent (75%)~~ ~~eighty five percent (85%)~~ of the 2025~~51~~ PEMHCA **Region 1** PEMHCA ~~Bay Area Family Kaiser~~ **Permanente Family** rate minus the PEMHCA MEC.

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~~For coverage effective January 1, 2022, the County's contribution toward the cafeteria plan shall be set at seventy five percent (75%) of the 2022 PEMHCA Bay Area Family Kaiser 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 dollars 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 insurance coverage shall receive five hundred dollars (\$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 to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

E. Additionally, ~~through December 16, 2022, or the start date of the increase to the County's contribution to the cafeteria plan to eight percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, whichever is sooner,~~ with the pay period that includes the later of October 8, 2017 or the beginning of 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 of fifty dollars (\$50.00) shall sunset at the end of the last pay period in December 2022 which includes the expiration of the 2022-2025 ~~2017-2019~~ collective bargaining agreement.

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 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 or 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 or her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

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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 Reimbursement Account (“DCRA”) 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 will forfeit all unused funds remaining in his or her DCRA 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. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement eligible dependent care expenses.

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- **Pay Parity (County Proposal #14/Union Proposal #26)**: County restates its August 24, 2022 proposal

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- **Administrative Leave Rollover (Union Proposal #16)**: The parties will enter into a side letter reflecting that they agree to commence a meet and confer process no later than June 30, 2023 related to the feasibility of granting exempt employees the option to convert unused administrative leave (provided for in Section 20.3 of the parties’ memorandum of understanding) into employee retirement health savings accounts.

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- 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 6 no later than June 30, 2024. Local 21/Unit 6 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:

Unit 6 to identify no more than 4 classifications to study

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- **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

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and earning an annual base salary of less than \$85,000 on October 21, 2022, and (2) remain continuously employed by the County through the second pay period in November 2023.

• **Retirement (Section 6.10(G)(3))**

Employee Payment For Pre-PEPRA Formula Enhancement.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In November, 2004, 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 **no later than the last full pay period of November 2022** the above-established cost has been recovered. Each year (July) the County will calculate the amount due for the subsequent 26 pay periods, based on the formula presented during negotiations (see Appendix D).

Tentative Agreements

- Section 5.3 (Salary Upon Reemployment), dated August 4, 2022
- Section 9 (Vacation), dated August 4, 2022
- Section 11 (Leave Contribution Program), dated August 4, 2022
- Section 13.6 (Military Leave), dated August 11, 2022
- Section 13.7 (Leaves of Absence without Pay), dated August 11, 2022
- Section 15 (Probationary Period), dated August 11, 2022
- Section 19.3 (Grievance Procedure), dated August 11, 2022
- Section 3 (Names and Classes of Represented Employees), dated August 24, 2022
- Section 3.2 (New Employee Orientation), dated September 1, 2022
- Section 5.10 (Work Out of Class), dated September 1, 2022
- Section 12 (Bereavement Leave), dated September 1, 2022
- Section 13.1 (Pregnancy Disability Leave), dated September 1, 2022
- Section 3.8 (Joint Labor Management Committee), dated September 28, 2022
- Side letter on Comparable Cities/Counties, pending signature

County
Buckley
10/21/22
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Union
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