

**County of Solano and Unit #17 – Law Enforcement Management Association  
Successor MOU Negotiations – 2022 - 2025  
Total Tentative Agreement Summary – October 19, 2022 **Amended****

The following is a total tentative agreement between the County and Unit 17, LEMA. Agreement on individual elements (tentative agreements listed in this document) of the proposal is contingent on agreement to the whole.

The parties agreed that any proposal not specifically addressed herein is withdrawn or rejected.

The 2022-2025 MOU add/delete copy will be drafted.

**1. Section 2 – Term**

This Memorandum of Understanding shall be in effect the later of October 22, 2022 or on the date it is adopted by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect up to and including October 25, 2025.

The successor MOU is a 3-year term.

**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 10/21/2022, whichever is later, the base wage rates will increase by ~~four percent (4%)~~ **five percent (5%)**. Effective concurrently with the wage increase, employees in the class of Probation Services Manager and the class of Juvenile Correctional Counselor Manager shall receive a wage increase of six percent (6%) as an equity adjustment, which shall be cumulative and not compounded (e.g. ~~4% 5%~~ + 6% = ~~10% 11%~~). Effective concurrently with the wage increase, employees in the class of Chief District Attorney Investigator shall receive a wage increase of five percent (5%) as an equity adjustment, which shall be cumulative and not compounded (e.g. ~~4% 5%~~ + 5% = ~~9% 10%~~).
- Year 2 – Effective the beginning of the pay period of 10/29/2023 following the Year 1 wage increase set forth above, the base wage rates will increase by four percent (4%). Effective concurrently with the wage increase, employees in the class of Probation Services Manager and the class of Juvenile Correctional Counselor Manager shall receive a wage increase of three percent (3%) as an equity adjustment, which shall be

COUNTY:



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Director of Human Resources

Date: 10/19/2022

UNION:



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Chief Negotiator

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cumulative and not compounded (e.g. 4% + 3% = 7%). Effective concurrently with the wage increase, employees in the class of Chief District Attorney Investigator shall receive a wage increase of four percent (4%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 4% + 4% = 8%).

- Year 3 – Effective the beginning of the pay period of 10/27/2024 following the Year 2 wage increase set forth above, the base wage rates will increase by ~~four percent~~ **three percent (4% 3%)**.

**3. Pay Parity Side Letter**

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 general wage increase shall be provided to Units 17 and 18. 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.

**4. Early Settlement Side Letter**

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 period in November 22:

- If the Association returns the signed, 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 (\$1,500).
- 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.

**5. Employee Retention/Recognition Side Letter**

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

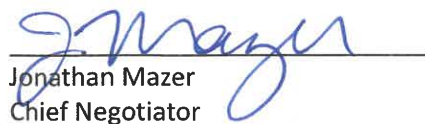
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(\$1,500) to all bargaining unit employees employed as of September 4, 2022. A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. The payment shall be made on the last pay day of November 2022.

**6. Chief District Attorney Investigator Side Letter**

Effective the later of October 21, 2022 or the beginning of the first pay period following the Board of Supervisors' adoption of the successor collective bargaining agreement, the parties agree that Chief District Attorney Investigator classification, a peace officer as defined in California Penal Code Chapter 4.5, Section 830.1(a), shall be moved from Unit 17 and Unit 18, comprised of Deputy Sheriff management classification (Captain-Sheriff and Lieutenant-Sheriff) duly authorized by the same legal authority.

**Retirement Formula**

Effective the later of October 22, 2022 or the beginning of the first pay period following the Board of Supervisors' adoption of the successor collective bargaining agreement, the parties agree that the County will initiate the process to move the Chief District Attorney Investigator classification from Unit 17 to Unit 18, which comprise of Deputy Sheriff management classifications (Captain-Sheriff and Lieutenant-Sheriff). When the classification is moved to Unit 18, the County and the Association will work cooperatively in applying to the California Public Employees' Retirement System (CalPERS) to change the Chief District Attorney Investigator classification retirement formula to Safety-Sheriff retirement (e.g., 3% @ 50, 3% @ 55) as described in California Government Code 20432.6(a). The parties acknowledge that CalPERS, not the County, has the sole discretion to approve or deny this change or retirement formula. The change of retirement formula to Safety-Sheriff retirement shall be dependent on CalPERS' determination and subsequently, the Board of Supervisors' adoption of the retirement formula.

**7. Section 14 - Holidays**

Effective January 1, 2023 or when the Board of Supervisors adopt the successor collective bargaining agreement, whichever is later, employees represented by this collective bargaining agreement shall be entitled to two (2) paid floating holidays in each calendar year. The timing of an employee's use of floating holidays shall be subject to advance approval of the Department head or designee. Columbus Day is changed to Indigenous Peoples' Day.

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**8. Section 5.3 – Salary Upon Reemployment**

A former employee at the time of separation who is re-employed within one (1) year in the same class or lower class in the same series may, upon the request of the department head with approval of the Director of Human Resources, be appointed at the ~~same step occupied immediately prior to separation~~ the same step or higher than they occupied at the time of separation. This proposal is a change from rehiring the former employee at the same step they were in prior to separation.

**9. Section 6.3 – 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%) of the 2023 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2024, the County’s contribution toward the cafeteria plan shall be set at eighty percent (80%) 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 cafeteria plan shall be set at eighty percent (80%) of the 2025 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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Additionally, 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 pay period in October 2025.

**10. Section 6.7 – Deferred Compensation**

Effective January 8, 2023, the County will contribute a dollar-for-dollar match up to a maximum of twenty-five dollars (\$25) per pay period to the deferred compensation account of any County employee who is actively enrolled. Effective the first pay period in January 2024, the County

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shall increase its contribution to fifty dollars (\$50) per pay period, and effective the first pay period in January 2025, the County shall increase its contribution to seventy-five dollars (\$75) per pay period. The employee must contribute a minimum of ten dollars (\$10) per pay period in the deferred compensation program to receive the dollar-for-dollar match.

**11. Section 6.12 – Education Reimbursement**

Effective July 1, 2023, the maximum reimbursement amount shall increase from \$2,000 to \$5,000 in one fiscal year.

**12. NEW – Section 20.3 – Emergency Response Compensation**

Effective the beginning of the first pay period following the Board of Supervisors' adoption of the successor collective bargaining agreement, or the beginning of the pay period of October 21, 2022, whichever is later, notwithstanding any other MOU provision(s) to the contrary, if, during local emergency proclaimed by Board of Supervisors or County Administrator and ratified by the Board of Supervisors, if necessary pursuant to Government Code section 8630, lasting more than three (3) consecutive full days during which the County activates its Emergency Operations Center (EOC), exempt personnel who the County requires to work in the EOC will receive additional compensation at their hourly rate for each hour worked in the EOC in excess of 40 hours in the work week, up to a combined maximum of one hundred (100) hours per fiscal year. Employees must be assigned to work as part of the EOC response and must complete an Activity Log (ISC 214).

**13. NEW – Section 20.5 – Life-Mission-Safety-Critical Incentive Pay**

The parties agree that employees who are assigned by their supervisors to respond in person to critical incidents (i.e., responding to natural or human-made critical incidents such as floods, earthquakes, fires, civil unrest, officer-involved shootings, officer-involved significant injury incidents, major crimes, etc.), which require 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 (3%) of their base wages 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

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employees are not entitled to overtime pay for such work.

This differential pay shall not overlap with the Emergency Response Compensation, as prescribed in Section 20.3.

**14. MOU Clean-up**

The parties agree to make clerical changes (e.g., implied changes in section cross references, gender-neutral pronouns.)

**Tentative Agreements (TA's)**

- County Proposal #2 – Section 6.12 Education Reimbursement – TAed 9/7/22
- County Proposal #3 – Section 9 Vacation – TAed 9/7/22
- County Proposal #4 – Section 11 Leave Contribution – TAed 9/7/22
- County Proposal #6 – Section 19 Grievances – TAed 9/7/22
- County Proposal #9 – Section 5.3 Salary Upon Reemployment – TAed 9/6/22
- County Proposal #10 – Section 2 Term – TAed 10/11/22
- County Proposal #11 – New Section Emergency Response Compensation – TAed 10/11/22
- Association Proposal #1 – Appendix B Salary Schedule – TAed – 10/13/22
- Association Proposal #5 – Section 8.1 Career Incentive Pay – TAed 10/6/22
- Association Proposal #9 – Section 6.3 Cafeteria Plan – TAed 10/11/22; amended via email 10/14/22
- Association Proposal #10 – Section 6.7 Deferred Compensation – TAed 10/6/22
- Association Proposal #12 – Section 14 Holidays – TAed 10/6/22
- Association Proposal – Equity Adjustments – Agreed via email 10/14/22
- Side Letter Agreement – Employee Retention/Recognition – TAed 9/6/22
- Side Letter Agreement – Pay Parity – TAed 10/11/22
- Side Letter Agreement – Lump Sum Payment for Early Settlement – TAed 10/11/22; amended via email 10/14/22

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