

**County of Solano and Unit 1 - Attorneys
Successor MOU Negotiations – 2022
Total Tentative Agreement – October 8, 2022**

The following is the total tentative agreement between the County and Unit 1 – Attorneys.

The parties agreed that any proposal not specifically addressed herein is withdrawn or rejected.

The 2022-2025 MOU add/delete copy will follow.

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%). Effective concurrently with the wage increase, represented classifications shall receive a four percent (4%) equity adjustment, which shall be cumulative and not compounded (e.g., 4% + 4% = 8%).
- 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, represented classifications shall receive a three percent (3%) equity adjustment, which shall be cumulative and not compounded (e.g., 4% + 3% = 7%).
- 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 (4%).

Effective concurrent with the wage increase described in Appendix B, paragraph above, employees shall receive a wage increase of 0.75 percent (.75%) as an equity adjustment, which shall be cumulative and not compounded (e.g. 4% + .75% = 4.75%).

Notwithstanding the foregoing, employees shall not receive the 0.75% equity adjustment described in this paragraph if either one or both of the following two events occurs: (a) if the County provides employees in Unit 1 an additional increase in base wage rate of at least 0.75 percent (.75%) in any one year during the term of the successor collective bargaining agreement pursuant to pay parity if any other represented bargaining units negotiate a higher general wage increase; or (b) the

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average percent change in the Consumer Price Index, as measured by the Bureau of Labor Statistics, San Francisco- Oakland- Hayward metropolitan area, is three percent (3%) or lower during the six month period preceding the date the wage increase described in Appendix B, paragraph above becomes effective.

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 same general wage increase shall be provide to Unit 1. The term “general wage increase” does *not* include any special adjustments/equity adjustments specific to a classification, subset or group of bargaining unit and excludes any wage increase (or portion thereof) which is attributed to a change in other collective bargaining provisions.

4. Comparable Counties and Cities Side Letter

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 does not agree to this list and contends that there are other counties and cities that should be considered in a classification and compensation study. The County recognizes that its list of comparable counties/cities has not changed since 2008. As such, the parties agree to meet and confer regarding the appropriate comparable counties/cities to be used for all future classification and/or compensation studies. If an agreement is reached, the parties will use that list of counties and cities.

The County intends to perform a total compensation survey of Deputy Public Defender IV and Deputy District Attorney IV classifications, prior to negotiations over a successor MOU. The County will provide that study to Unit 1 no later than June 30, 2025. Unit 1 may perform its own total compensation survey and will provide that to the County prior to June 30, 2025 if no agreement is reached as set forth above.

5. 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 2022:

- If the Union ratifies the proposed Memorandum of Understanding to the Director of Human Resources on or before October 12, 2022, then employees shall receive a lump sum payment of one thousand dollars (\$1,000).

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- If the Union ratifies the proposed Memorandum of Understanding to the Director of Human Resources after October 12, 2022, but on or before October 21, 2022, then employees shall receive a lump sum payment of six hundred dollars (\$600).
- If the Union 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.

6. 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 (\$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.

7. Section 3.5 – Programming Fee

The parties agreed on 8/24/2022 to delete this section.

8. Section 14.2 – Holidays

The Union proposes to add Caser Chavez Day (March 31st) and Juneteenth (June 19th). The County can agree to trade an existing County holiday (including floating holidays), with the understanding that all other County bargaining groups must agree to the same trade (e.g., Juneteenth for one 1 floating holiday).

9. Section 5.3 – Salary Upon Reemployment

A former employee at the time of separation who is re-employed within two (2) years 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 any step to the same step or higher within the salary range. This proposal is a change from rehiring the former employee at the same step they were in prior to separation.

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10. Section 5.4 – Merit Increase within Range

The parties agreed to delete the merit increase table for those employees in a regular position hired before September 4, 2011, with amended language (see below).

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, every employee in a regular position shall have a merit increase eligibility date which shall be the first pay period following completion of the number of full pay periods of service indicated in the chart below.

After:	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Range Steps:	2	3	4	5

11. 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, 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 minus the PEMHCA MEC, 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. 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 December 2022.

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12. NEW – Section 22.8 – Joint Labor Management Committee

The parties agree that Joint Labor Management Committee (LMC) can further the development of effective communication and relationships between labor and management. To effectuate more effective communications and working relationships, a LMC may be formed in a department by the mutual agreement of the Department Head and the Union. Meetings of the LMC shall be scheduled by mutual agreement and with advance notice of the issues to be discussed.

13. 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 – Sec 14 Holidays – TA'd 7/20/2022
- Union Counter to County Proposal #3 – Sec 13.6 Military Leave – TA'd 8/24/2022
- County Proposal #9 – Sec 6.7 Deferred Compensation – TA'd 9/15/2022
- County Counter to Union Proposal Sec 8.1 Bilingual Pay – TA'd 9/15/2022