

**Napa County and the Napa Association of Public Employees
2022 MOU Negotiations**

Total Tentative Agreement

September 26, 2022

The County and Union tentatively agree to a successor MOU with the following changes from the predecessor Agreement. This total tentative agreement states the Parties' complete economic agreement and summarizes individually signed tentative agreements concerning other issues. Details concerning those other issues not stated here are provided in those individually signed tentative agreements which will be included in the successor MOU.

Article 8 – Probationary Periods

- (1) Provide that Correctional Officers serve a twelve-month promotional probationary period unless stated exceptions apply.

Article 9 – Disciplinary Appeals

The County and Union will continue to negotiate changes to the disciplinary appeal procedure.

Article 14 – Stewards

- (1) Reduce the number of stewards from forty-eight to twenty-five and delete the allocation of stewards across County departments.
- (2) Allow training hours to be used for Union Officers and specify that each annual allotment of training hours expires at the end of each calendar year.
- (3) Add one long term release employee per calendar year pursuant to State law for each bargaining unit.

Article 20 – Salaries

Base Wage:

Year 1: 7.0% base wage increase and \$0.75 per hour base wage increase effective the first full pay period following the Board of Supervisors' ratification and adoption of the MOU.

Year 2: 3.25% base wage increase effective the first full pay period in fiscal year 2023/2024.

Lump Sum Payment:

\$1,500 lump sum payment minus applicable payroll deductions for each employee payable the first full pay period following the Board of Supervisors' ratification and adoption of the MOU.

Article 27 – Overtime

Remove Section 27.2 from the time bank provision.

Article 30 – Split Shift

- (1) Make clarifications to existing MOU language as provided in the tentative agreement dated June 27, 2022.
- (2) Confirm that temporary split shifts requested by employees and approved by the County do not receive split shift pay.

Article 31 – Night Shift

- (1) Increase night shift differential from \$2.00 per hour to \$3.00 per hour.
- (2) Night shift pay does not apply to employees who request and the County approves to change their shifts to include night shift hours.

Article 32 – Bilingual Pay

Increase current Level I \$60 bilingual incentive to \$80 and increase the current Level II \$80 bilingual incentive to \$100.

Article 38 – Longevity Pay

Add a \$250 payment at five (5) years of County service and a \$3,000 longevity payment at thirty (30) years of County service.

Article 45 – Retirement

Pension Cost Sharing:

- (1) Cease cost sharing for employees in 2.0% @ age 60 and 2.0% @ age 62 retirement formulas as soon as practicable following Board of Supervisors ratification and adoption of the MOU.
- (2) Set a 2.591% cap (the FY2021/22 rate) for employees in 2.5% @ age 55 retirement formula as soon as practicable following Board of Supervisors adoption of the MOU.
- (3) The County employees in 2.5% @ 55 retirement formula share decreases in the total employer contribution rate on a 50/50 basis (50% employee decrease rate and a 50% employer decrease rate.) The cost share cap is reduced by the amount of the employee's reduction until such time as the cost share reaches zero (0.0%).
- (4) The County bears 100% of any increases in the total employer contribution rate provided annually by CalPERS.

Deferred Compensation:

Effective the first full pay period after January 1, 2023 (pursuant to IRS rules), the County will match the employee's contribution into the established 457 plan up to \$600.00 per year calendar year into a 401(a) plan. IRS rules require matches to be approved every year by the Board of Supervisors'.

Article 46 – Insurance and Health Care

Dental Benefit:

Increase annual dental maximum to \$3,100 per insured participant and increase lifetime orthodontia maximum to \$4,000 per insured participant.

Retiree Dental Benefit:

After twenty or more years of County employment, employees may purchase retiree dental benefits from the County using 1) accrued sick leave or 2) purchase individually at the County's monthly premium group funding rate plan. To qualify under this provision, a retired employee must have both separated from active, permanent service with the County and filed

documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under the PERS law (e.g., currently one hundred and twenty (120) days).

Article 47 – Vacation

Amend the vacation cash-out provision to comply with constructive receipt rules.

Article 48 – Holidays

Incorporate the March 25, 2022 side letter concerning the Juneteenth holiday into Article 48.

Article 50 – Sick Leave

(1) Simply family sick leave language to specify that leave will be allowed consistent with applicable law.

(2) Update the doctor's note language.

Article 52 – Bereavement

(1) Expand list of family members for who employees may use the bereavement leave benefit as tentatively agreed on August 12, 2022.

(2) Allow four (4) hours per year of bereavement leave for the death of a person who does not have a family relationship to the employee stated in the list contained in Article 52.

Article 53 – Critical Illness Leave

Adopt the definition of "immediate family" contained in Article 52.

Article 60 – Leave of Absence Without Pay

Leave of absence without pay will be calculated on a rolling year basis.

Article 61 – Work Shift

Allow temporary modifications of work schedules for any reason approved by the County.

Article 62 – Rest Periods

Replace the term “Department Head” with “County”.

Fitness Program

Increase reimbursement to 60% of up to \$300.00 every six months.

Probation Department Employees

Remove references to Probation employee from the MOU who are no longer included in the bargaining units.

Total Tentative Agreement:

County of Napa

Napa Association of Public Services
Employees SEIU 1021

Date: _____

Date: _____