



November 5, 2019

## **An Update on Negotiations Between San Joaquin County and SEIU**

Dear San Joaquin County Employees:

We're writing to provide important information regarding the County's efforts with SEIU to reach a new agreement covering the members of SEIU's six bargaining units.

To begin, we want to make very clear that the County has tremendous appreciation for the services SEIU unit members and all County employees provide day-in and day-out. Your hard work touches the lives of every San Joaquin resident, and you deserve to be compensated fairly for it. We have been working in good faith with SEIU to provide the best pay and benefits possible within the confines of the County's very limited budget.

### **Status of Negotiations/Mediation with SEIU**

The memoranda of understanding with SEIU expired in early September 2019. After almost five months of negotiations, the County declared an impasse in negotiations in order to bring in a skilled mediator to help resolve the impasse. The County and SEIU have been participating in confidential mediation since early October. Yesterday, after 4 days of mediation, mediation ended without success.

### **County's Post-Mediation Non-Confidential Offer to SEIU**

Neither party can disclose what happened in mediation. However, in the interest of transparency, the County has now given the Union a formal, *non-confidential* proposal after mediation concluded (a copy is attached).

This latest offer, which has been refined significantly throughout the course of negotiations, includes notable improvements in pay and compensation for our employees. We have made clear to the Union that this proposal represents the *very maximum* that the County's limited budget can absorb without putting in jeopardy important public programming or the County's long-term fiscal sustainability. This proposal includes:

- A 3% cost-of-living adjustment in year 1 of the agreement followed by a 1% increase in year 2 and a 2% increase in year 3 of the 36-month agreement;
- \$4.1 million allocated for equity-based raises over the life of the agreement for about 50 classifications that are below market median and present recruitment and retention difficulties, as well as a study to examine the equity policies of comparable counties;
- 2% in longevity pay for employees with 20+ years of service to San Joaquin County;
- Three additional days of paid sick leave for part-time employees; and,

- Health: status quo (80/20 split), Sutter option, and buy-ups for dental and vision.

Also, the proposal provides for movement of Information Systems Division's Information Systems Analysts III-V to overtime Group 2, a refined verification requirement for bereavement leave, craft workers Assignment Pay to apply to hours worked for new personnel, and uniform allowance improvements for specific classifications.

### **Budgetary Impact and County Fiscal Condition**

The County's non-confidential option carries a price tag of about \$62.7 million over three years. These costs would stretch our budget, to be sure, but they would not break it. As noted above, we cannot comment on the Union's proposals in mediation. We can say, however, that their pre-mediation proposal would cost the County over \$187 million, nearly triple the County's proposal.

This is simply unsustainable. San Joaquin County is currently facing \$1.7 billion in unfunded pension liabilities – a total nearly as large as our entire annual budget of \$1.8 billion. These unfunded liabilities significantly hinder our long-term budget flexibility. Moreover, the County lacks the broad tax base and deep reserves of other counties to which we are frequently compared, such as Contra Costa and Santa Clara, further constraining our budget. We must manage our limited resources in a way that pays our public employees fairly, maintains funds for the programs that the public depends on, and protects the County in the event of an economic downturn.

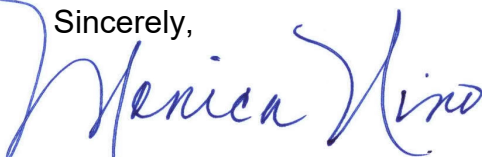
### **Next Steps**

We have asked the Union to reconsider its position. Based on the conclusion of mediation, we have good reason to believe that the Union will not do so. This will lead to the formal "fact-finding" process, which the Union triggered even before mediation was complete.

### **Conclusion**

The fact-finding process typically takes two to three months – a long time to be without an agreement. We know how trying these negotiations have been for SEIU bargaining unit members and understand that your ability to provide for yourselves and your families is at the center of this discussion. We remain committed to resolving these negotiations in a way that respects both the financial sustainability of the County and the tireless work of our dedicated public employees.

Sincerely,



Monica Nino  
County Administrator

**COUNTY'S FORMAL ON THE RECORD PACKAGE PROPOSAL TO SEIU  
November 4, 2019**

The following is the County's on the record (nonconfidential) package proposal. If the Union does not accept this proposal in its entirety, the County reserves the right to revert to its immediately prior on the record proposal.

**Duration:** 36 months from date of Board adoption

**Wages**

- 3% COLA effective the first full pay period following Board adoption
- 1% COLA effective 26 pay periods after first increase
- 2% COLA effective 26 pay periods after second increase

**Longevity**

- 2% of base salary after 20 years of continuous, full-time service (41,600 regular paid hours) effective the first full pay period following Board adoption

**Equity Adjustments:** proposed equity adjustments appear on the next page

**Sick Leave for Part-time Employees:** Utilize 3 additional days per year (total of 6 days)

**Salary Survey:** Joint Labor Management Committee regarding Appendix A (Total Compensation Study)

**Health:** Status quo with Sutter option and buy-ups for Dental and Vision

**Overtime for Exempts:** Per County proposal, IT classes move to Group 2

**Bereavement Leave:** Require verification of death (drop proof of family relationship); leave to be used within 30 days of event

**Craft Workers Assignment Pay:** Pay when worked, with grandparenting

**Uniform Allowance:** 3 shirts reimbursed (one time) ≤ \$80 per shirt for animal control officers; annualized lump sum payment

**TENTATIVE AGREEMENTS**

All pre-mediation TA's remain in effect

---- See next page for Equity Adjustments

**COUNTY'S FORMAL ON THE RECORD PACKAGE PROPOSAL TO SEIU  
November 4, 2019**

**COUNTY'S PROPOSED EQUITY ADJUSTMENTS**

OOT:

Communications Dispatcher I	3.0%
Communications Dispatcher II	3.0%
Communications Dispatcher III	0.5%
Credentialing Spec	4.0%
Trauma Registrar I	4.0%
Trauma Registrar II	4.0%

PPT:

EMS Spec	4.0%
Accountant I	1.5%
Accountant II	1.5%
Business Analyst I	4.0%
Business Analyst II	4.0%
Crime Analyst	2.0%
Management Analyst I	4.0%
Management Analyst II	4.0%
Mental Health Specialist II	2.0%
Nursing Assistant	4.0%
Operating Room Tech I	6.0%
Operating Room Tech II	6.0%
Perinatal Child Care Aide	4.0%
Perinatal Child Care Worker	4.0%
Psychiatric Tech	2.0%
Sr. Operating Room Tech.	6.0%
Sr. Psychiatric Tech	2.0%
Special Procedures Tech. II	4.0%
Substance Abuse Counselor I	4.0%
Substance Abuse Counselor II	4.0%

PRO:

Associate Planner	2.0%
Assistant Planner	2.0%
Deputy Auditor – Controller I	1.5%

Deputy Auditor – Controller II	1.5%
Engineer II	2.0%
Engineer III	2.0%
Engineer IV	21.0%
Environmental Coordinator	2.0%
Licensed Land Surveyor	2.0%
Mental Health Clinician I	16.9%
Mental Health Clinician II	19.8%
Occup Thrpst – Clinical Spec	3.0%
Occup Thrpst – Senior	3.0%
Phys Thrpst – Clinical Spec	3.0%
Phys Thrpst – Senior	3.0%
Public Health Nutritionist	4.0%
Sr Public Health Nutritionist	4.0%
Speech Thrpst II – Staff	3.0%
Speech Thrpst IV – Clinical Spec.	3.0%

SUP:

Asst Medical Records Admin	2.0%
Chief Psychiatric Tech	2.0%
Elections Tech Supervisor	4.0%
Mental Health Clinician III	16.4%
Mental Health Specialist III	2.0%
Occup Thrpst IV – Asst Dept Mgr	3.0%
Patient Financial Services Supervisor	3.0%
Phys Thrpst IV – Asst Dpt Mgr	3.0%
Sterile Processing Tech Supervisor	4.0%
Substance Abuse Prog Supervisor	4.0%

TLI:

Sterile Processing Tech I	4.0%
Sterile Processing Tech II	4.0%
Supply Distribution Tech	4.0%