



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Side Letter to amend MOUs with SEIU, Local 1021 - Service Line Supervisors and Rank and File Units.

### **RECOMMENDATION(S):**

ADOPT Resolution No. 2021/248 approving the Side Letters between Contra Costa County and SEIU, Local 1021-Service Line Supervisors and Rank and File Units, amending the current Memoranda of Understanding for each Unit by providing for an additional County contribution to employee deferred compensation accounts.

### **FISCAL IMPACT:**

Pursuant to the funds agreed to in the Non-Healthcare/Non-General Wage Re-Opener section of each Unit's Memorandum of Understanding, the total annual cost is approximately \$366,000 (\$18,300 for SEIU Local 1021 Service Line Supervisors Unit, \$347,700 for the SEIU Local 1021 Rank and File Unit). The cost will be absorbed by the Department.

### **BACKGROUND:**

The Side Letters amend the Memorandum of Understanding between the County and SEIU, Local 1021 – Service Line Supervisors Unit (July 1, 2016 - June 30, 2022) to include an additional sub-section (51.H), and the Memorandum of Understanding between the County and SEIU, Local 1021 - Rank and File Unit (July 1, 2016 - June 30, 2022) to include an

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

### **VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: August 10, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Lisa Driscoll,  
925-655-2047

additional sub-section (26.5). These new sub-sections provide for a County contribution towards active employees' deferred compensation accounts pursuant to the funds

## BACKGROUND: (CONT'D)

referenced in each Unit's existing Memorandum of Understanding under Section 54 – Non-Healthcare/Non-General Wage Re-Opener, and Section 55 - Non-Healthcare/Non-General Wage Re-Opener, respectively.

Pursuant to these side letters, the County shall provide a monthly deferred compensation contribution to eligible employees in SEIU, Local 1021 who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the pro-rata amount for each employee will be determined by dividing the designated amount (\$18,300 for the Service Line Supervisors Unit, \$347,700 for the Rank and File Unit) by the number of eligible employees enrolled in the County's deferred compensation program on September 10, 2021. Starting with the October 10, 2021 pay date and for the remainder of the 2021 calendar year, the pro rata amount per employee will be apportioned into a fixed monthly amount contributed on a monthly basis. Payroll taxes will be paid as necessary.

The terms of these Side Letters are effective August 10, 2021 and will be incorporated into the next MOUs between the County and SEIU, Local 1021 – Service Line Supervisors Unit and Rank and File Unit. The Parties agree that these Side Letters resolve all re-opener negotiations related to Section 54 – Non-Healthcare/Non-General Wage Re-opener and Section 55 - Non-Healthcare/Non-General Wage Re-opener for the Association. Except as specifically amended or excluded by these Side Letters, all other terms and conditions of the MOUs between Contra Costa County and SEIU, Local 1021 – Service Line Supervisors Unit (July 1, 2016 -June 30, 2022) and SEIU, Local 1021 - Rank and File Unit (July 1, 2016 - June 30, 2022) remain unchanged.

## CONSEQUENCE OF NEGATIVE ACTION:

The Non-Healthcare/Non-General Wage Re-Opener sections of each Unit's MOU will remain open.

## ATTACHMENTS

Resolution 2021/248

County and SEIU 1021 - RF Side Letter

County and SEIU 1021-SLS Side Letter