PASSED-11/24/25 4:24PM TA-12/5/25

10:15 AM

SIDE LETTER AGREEMENT

TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SOLANO AND SOLANO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION UNIT 17

Regarding Base Wage Increase Re-opener

This will confirm an understanding reached between the County of Solano (hereafter referred to as the "County") and the Solano County Law Enforcement Management Association (hereafter referred to as the "Association"), representing Unit 17. Collectively, County and Association are hereafter referred to as "the parties."

Solely consistent with the terms and conditions of this Side Letter Agreement, the Association may reopen negotiations on the Year Three (2027) base wage rate increase set forth in Appendix B, Section 4, of the Memorandum of Understanding between the parties dated <u>TBD</u>, 2025 through October 28, 2028 ("MOU"), solely for the limited purpose of discussing potential modification to that Year Three base wage rate increase, if any. All other MOU provisions and terms and conditions of employment shall remain unchanged and the MOU shall remain in effect.

Re-opener negotiations are strictly limited to the subject of a base wage rate increase for the third year of the contract. Any modification to the base wage rate increase would require mutual written agreement of the parties, and the re-opener negotiations would not be subject to impasse procedures. If, after such re-opener, there is no subsequent mutual written agreement of the parties to a change in the Year Three base wage rate set forth in the MOU, the Year Three base wage rate set forth in the MOU shall remain as stated in the MOU at the time of its original execution. This Side Letter Agreement is not intended to allow re-opener of, and does not re-open, modify or otherwise affect any other term or condition of employment or term or condition of employment covered in or by operation of the MOU, including but not limited to the terms for other forms of compensation or benefits.

Any such request to reopen the Year Three (2027) base wage rate increase in MOU Appendix B, Section 4, shall be submitted to the Human Resources Director in writing, no later than August 6, 2027, with exhibits and a narrative setting forth the Association's position based solely on one or more of the criteria ordinarily to be considered by factfinders as set forth in Government Code 3505.4, subdivision (d).

Any Association information request relevant to such a request to reopen would be required to be submitted in writing to the Human Resources Director by no later than August 6, 2027. The County would then be required to respond with their position submitted to the Association in writing, no later than August 20, 2027, with exhibits and narrative setting forth the County's position based solely on one or more of the criteria ordinarily to be considered by factfinders as set forth in Government Code 3505.4, subdivision (d). The County's response to any such information request shall be according to existing requirements of the MMBA.

After exchange of such written positions as just described, the parties shall meet at least once. If at that meeting no agreement is reached to change the Year Three base wage rate increase in Appendix B, Section 4, either party may then declare the re-opener process concluded, or solely by mutual agreement the parties may agree to continue meeting at subsequent times.

The Year Three base wage rate increase stated in Appendix B, Section 4, at time of execution of the MOU shall remain a term of the MOU with an effective date on the date of the beginning of the 52nd pay period following the Board of Supervisors' adoption of the Memorandum of Understanding: (1) during any re-opener negotiations; and (2) through the expiration of the MOU if the re-opener process does not result in agreement.

If re-opener negotiations are commenced pursuant to this Side Letter Agreement and the parties are by mutual agreement still in discussions on the date of the beginning of the 52^{nd} pay period following the Board of Supervisors' adoption of the MOU, the Year Three base wage rate increase in Appendix B, Section 4, shall go into effect as stated in the MOU, and any different amount later agreed to in the reopener negotiations, if any, shall only take effect at an agreed upon date, if any, subsequent to conclusion of those negotiations.

This Side Letter Agreement shall go into effect upon the later to occur of both full execution of this Agreement and full execution of the MOU. If the MOU is not fully executed, this Agreement shall not go into effect.

This Side Letter Agreement will expire on December 31, 2027.

FOR THE COUNTY:

Director of Human Resources

Date: 🟒

FOR THE UNION:

Asish Chandra Chief Negotiators

Date: 12 - 5 - 25