

Solano County Package Proposal # 1 to Unit 10 (Local 39)

Distributed on September 19, 2022

The below set of proposals is a package proposal from the Solano County to Unit 10 with respect to the referenced articles of the parties' contract. Any items previously tentatively agreed upon shall be incorporated into any successor agreement between the parties. The proposals below are contingent upon the parties reaching tentative agreement on the entire package set forth below and on the entire contract. The County will consider a rejection of any portion a general rejection of the entire package. In the event of a rejection, the County's position on all items at the table shall be the most recent position adopted prior to passing this package proposal.

Any proposal not specifically addressed herein is rejected.

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- **Leave of Absence Without Pay (County Proposal #5)**: County restates its August 8, 2022 proposal

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- **Side Letter Re: Early Settlement (County Proposal #7)**: County modifies its proposal as follows:

**SIDE LETTER AGREEMENT  
To the Memorandum of Understanding  
Between the County of Solano and International Union of Operating  
Engineers, Local 39 Unit #10  
Regarding Lump Sum Payment for Early Settlement**

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and International Union of Operating Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10. Collectively, County and Union are hereinafter referred to as "the parties."

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 day in November 2022:

- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 16~~30~~, 2022, then employees shall receive a lump sum payment of one thousand dollars (\$1000).
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 16~~30~~, 2022, but on or before ~~September 30~~ **October 7**, 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 ~~September 30~~ **October 7**, 2022, but on or before October 21, 2022, then employees shall receive a lump sum payment of three hundred dollars (\$300).
- 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.

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- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence.

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- **Cafeteria Plan (Union Proposal #8)**: County responds as follows:

6.3 Cafeteria Plan

- A. Effective for coverage beginning January 1, ~~2023~~ the County's contribution toward the cafeteria plan shall be at the dollar amount reflecting seventy-five (75%) of the January 1, ~~2023~~ PEMHCA Bay Area Family Kaiser rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2024~~, the County's contribution toward the health plan shall be set at seventy-five percent (75%) 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 health plan shall be set at seventy-five percent (75%) of the ~~2025~~ PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

~~Effective with the coverage effective January 1, 2022, the County's contribution toward the health plan shall be set at seventy five percent (75%) of the 2022 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.~~

- B. Additionally, the later of October 24, 2019 or the beginning of the first pay period following adoption of the 2019 collective bargaining agreement, 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. For an employee enrolled in PEMHCA for "employee plus two or more dependents" shall receive a County contribution of eighty dollars (\$80) per month in the Cafeteria Plan when the employee's job classification has a maximum monthly salary as listed in the table below. Said employee may use this County contribution (\$50/\$80) 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 (\$50/\$80) shall sunset at the end of the pay period which includes **the expiration of the 2022-2025 collective bargaining agreement** ~~October 21, 2022.~~

Maximum Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00	On the same date of the wage increase in Appendix B paragraph 2
\$6,882.00	On the same date of the wage increase in Appendix B paragraph 3

Solano County Package Proposal # 1 to Unit 10 (Local 39)

Distributed on September 19, 2022

\$7,020.00	On the same date of the wage increase in Appendix B paragraph 4
\$7,090.00	On the same date of the wage increase in Appendix B paragraph 5
\$7,161.00	On the same date of the wage increase in Appendix B paragraph 6

- C. An employee may use the County's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages) but only to a maximum of three hundred thirty-four dollars and fifty-eight cents (\$334.58) per month.

- D. An employee who waives health insurance because the employee demonstrates to the County that s/he has alternate insurance coverage shall receive five hundred dollars (\$500.00) per month minus the PEMHCA MEC.
- E. A regular part-time or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan contribution of the full-time employee in proportion to the relationship their basic workweek bears to forty (40) hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.
- F. During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with the County whereby the County will direct the amount of the salary reduction on a pre-tax basis into to the employee's Health Care Reimbursement Account (HCRA). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the County's Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his or her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.
- G. During the annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby the County will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA") account. The employee's election is irrevocable until the next open enrollment period, except on occurrence of a qualifying event specified in the County's Plan Document. The employee will forfeit all unused funds remaining in his or her DCRA account at the end of the plan year or at the end of the grace period, if any, allowed under the County Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement eligible dependent care expenses.

Solano County Package Proposal # 1 to Unit 10 (Local 39)

Distributed on September 19, 2022

- **Holidays (Union Proposal #14)**: County restates its August 15, 2022 proposal

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- **Jail Differential (Union Proposal #24)**: County restates its August 15, 2022 proposal

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- **Salary/Appendix B: Vacation Cashout (Union Proposal #29)**: County responds as follows:

**APPENDIX B – Salary Schedule**

1. The present approximate monthly pay rates for represented classifications are:

{NOTE FROM L39: The Salary Schedule below shall be updated to reflect salary ranges that include the increase that will be effective on September 4, 2022 (increase in accordance with Appendix B paragraph 6 of the 2019-2022 Memorandum of Understanding)}

<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b><u>Airport Maintenance Worker</u></b>					
Building Maintenance Assistant					
Building Trades Mechanic					
Building Trades Mechanic (Sr)					
Capital Projects Coordinator					
Cogen Industrl Engine Mechanic					
Custodian					
Custodian (Lead)					
Equipment Mechanic					
Equipment Mechanic Asst					
Equipment Service Worker					
Groundskeeper					
Park Ranger					
Park Ranger Assistant					
Public Works Maint Wkr (Lead)					

Solano County Package Proposal # 1 to Unit 10 (Local 39)

Distributed on September 19, 2022

Public Works Maint Wkr(Senior)					
Public Works Maintenance Wkr					
Public Works Trainee					
Stationary Engineer					
Stationary Engineer (Senior)					

2. Effective ~~the latter of November 3, 2019 or~~ the beginning of the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement, **or first pay period following October 21, 2022, whichever is later**, the base wages rates set forth in this Appendix B, paragraph 1 above, will increase by ~~three percent (3%)~~ **four percent (4%)** of the base wage rates in effect the day before such increase takes effect.
3. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 2 above, the base wage rates will increase by ~~three percent (3%)~~ **four percent (4%)** of the base wage rates in effect the day before such increase takes effect.
4. Effective the beginning of the twenty-sixth (26th) pay period following the wage increase set forth in this Appendix B, paragraph 3 above, the base wage rates will increase by **one** ~~two~~ percent (**12%**) of the base wage rates in effect the day before such increase takes effect.
5. Effective the beginning of the thirteenth (13<sup>th</sup>) pay period following the wage increase set forth in this Appendix B, paragraph 4 above, the base wage rates will increase by one percent (1%) of the base wage rates in effect the day before such increase takes effect.
6. Effective ~~September 4, 2022,~~ **the first full pay period of October 2025**, the base wage rates set forth in this Appendix B, paragraph 5 above, will increase by one (1%) of the base wage rates in effect the day before such increase takes effect.

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- **Side Letter Re: Total Compensation Survey:** County responds as follows:

**SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SOLANO AND THE SOLANO PROBATION PEACE OFFICER  
ASSOCIATION**

**This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local 39 (the "Union"), representing Unit 10. Collectively, County and Union are hereinafter referred to as "the parties."**

Solano County Package Proposal # 1 to Unit 10 (Local 39)

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**The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total compensation) studies. The Union has proposed to alter this list of comparable counties and cities. The County recognizes that its list of comparable counties/cities has not changed since 2008 and that the County will relook at its comparable counties/cities by no later than October 2023. As such, the parties agree to meet and confer regarding any proposed changes to the comparable counties/cities used for all future classification and/or compensation studies.**

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- **Side Letter Re: Most Favored Nation Clause:** County restates its August 22, 2022 proposal
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- **Side Letter Re: Retention Incentive:** County restates its August 22, 2022 proposal
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T/A

#### **Tentative Agreements**

1. Multiple Sections (Pronoun Updates), dated August 8, 2022
2. Section 1 (Recognition), dated August 8, 2022
3. Section 2 (Term), dated August 8, 2022
4. Section 3 (Union Dues & Rights), dated August 8, 2022
5. Section 5.3 (Salary Upon Reemployment), dated August 8, 2022
6. Section 6.10 (Retirement), dated August 8, 2022
7. Section 6.12 (Tuition Reimbursement), dated August 8, 2022
8. Section 13.6 (Military Leave), dated August 8, 2022
9. Section 22.6 (Joint Labor Management Committee on Custodial Workload), dated August 8, 2022
10. Section 18.1 (Discipline), dated August 15, 2022
11. Section 6.7 (Deferred Compensation), dated August 22, 2022
12. Section 7.3 (Temporary Modified Duty), dated August 22, 2022
13. Section 9.5 (Vacation Usage), dated August 22, 2022
14. Section 12 (Bereavement Leave), dated August 22, 2022
15. Section 15.1 (Probationary Period), dated August 22, 2022
16. Section 5.10 (Working out of class), dated August 29, 2022
17. Section 6.16 (Uniform Allowance), dated August 29, 2022
18. Section 7.1 (Safety), dated August 29, 2022
19. Sections 8.7 and 8.8 (QAC), dated August 29, 2022
20. Section 11 (Leave Contribution Program), dated August 29, 2022
21. Section 19 (Grievances), dated August 29, 2022