



County of Solano
&
IUOE – Stationary Engineers, Local 39
2022 Contract Negotiations

10/3/22 - Amended

Union Counter Package Proposal to County Package Proposal #2
received 10/3/22

IUOE Stationary Engineers Local No. 39 (“Union”) presents the following Package Counter Proposal for the County of Solano (“County”) consideration for either acceptance or rejection in its entirety. If not accepted by the County in its entirety, the Union’s positions on all issues will revert to those held prior to presentation of this Package Counter Proposal.

The Union reserves the right to modify or withdraw this Package Counter Proposal at any time subject to the duty to bargain in good faith. If the Parties achieve agreement on the below terms, the terms will not constitute a formal tentative agreement until signed by the chief spokespersons as provided by the Parties’ Ground Rules Agreement and subsequently ratified, adopted and approved in a Successor Agreement by the Parties’ Principals. All proposals not specifically included below shall be deemed withdrawn by their respective Party.

As a responsive settlement document, this document, or the terms set forth below, may not be introduced or referenced in any way during any subsequent impasse, factfinding, or other proceeding.

All signed Tentative Agreements to date to be included as part of this Package Proposal.

.....

[Not for inclusion in the MOU; however, the County and Union tentatively agrees to the following:]

- **Lump Sum Payment for Early Settlement (County Proposal #7):**

The Union restates its September 26, 2022 counterproposal.

.....

[Not for inclusion in the MOU; however, the County and Union tentatively agrees to the following:]

- **Employee Retention/Recognition (Union Proposal #35):**

In response to the County’s modified proposal receive October 3, 2022, the Union proposes to amend the TA reached on September 19, 2022, as follows:

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In an effort to retain employees and recognize the work performed by unit members the County shall provide a one-time bonus in the amount as identified below: ~~of one~~

- One thousand dollars (\$1,000) to all bargaining unit employees employed as of March 4, 2020.
- One thousand dollars (\$1,000) to all bargaining unit employees employed as of September 4, 2022March 4, 2021.
- One thousand dollars (\$1,000) to all bargaining unit employees employed as of March 4, 2022.
- Employees hired after March 4, 2022 are not eligible to receive the one-time bonus.

The maximum an employee may receive is three thousand dollars (\$3,000). For example, for employees that were employed with the County on March 4, 2020, and are still employed, said employees would be eligible to receive the maximum amount.

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

The payment shall be made on the last pay day of November 2022.

[Not for inclusion in the MOU; however, the County and Union tentatively agrees to the following:]

- **Most Favored Nations Clause (Union Proposal #34):**

The Union responds to the County's counterproposal received August 22, 2022, as follows:

The parties agree that if any other bargaining unit represented by a union/association receives a general wage increase greater than the general wage increase set forth in Appendix B during the term of this Memorandum of Understanding, then the same general wage increase shall be provided to Unit 10. The term "general wage increase" does not include any special adjustments/equity adjustments specific to a classification, subset or group of a bargaining unit and excludes any wage increase (or portion thereof) which is attributable to a change in other collective bargaining provisions.

In addition, the parties further agree that if any bargaining unit represented by a union/association receives an increase in contributions toward the Cafeteria Plan (Union Proposal #8) during the term of this Memorandum of Understanding then the same shall be offered to the Union for their acceptance.

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• **Salary/Appendix B (Union Proposal #29):**

The Union responds as follows:

APPENDIX B – Salary Schedule

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

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Airport Maintenance Worker</u>	<u>\$4,495.84</u>	<u>\$4,720.63</u>	<u>\$4,956.66</u>	<u>\$5,204.49</u>	<u>\$5,464.72</u>
Building Maintenance Assistant	<u>\$3,898.62</u>	<u>\$4,093.55</u>	<u>\$4,298.23</u>	<u>\$4,513.14</u>	<u>\$4,738.82</u>
Building Trades Mechanic	<u>\$6,020.62</u>	<u>\$6,321.66</u>	<u>\$6,637.73</u>	<u>\$6,969.63</u>	<u>\$7,318.12</u>
Building Trades Mechanic (Sr)	<u>\$6,618.40</u>	<u>\$6,949.33</u>	<u>\$7,296.78</u>	<u>\$7,661.64</u>	<u>\$8,044.72</u>
Capital Projects Coordinator	<u>\$6,492.78</u>	<u>\$6,817.42</u>	<u>\$7,158.29</u>	<u>\$7,516.22</u>	<u>\$7,892.02</u>
Cogen Industrl Engine Mechanic	<u>\$6,872.51</u>	<u>\$7,216.13</u>	<u>\$7,576.94</u>	<u>\$7,955.79</u>	<u>\$8,353.58</u>
Custodian	<u>\$3,645.26</u>	<u>\$3,827.51</u>	<u>\$4,018.90</u>	<u>\$4,219.82</u>	<u>\$4,430.83</u>
Custodian (Lead)	<u>\$4,010.29</u>	<u>\$4,210.80</u>	<u>\$4,421.34</u>	<u>\$4,642.41</u>	<u>\$4,874.53</u>
Equipment Mechanic	<u>\$5,644.59</u>	<u>\$5,926.81</u>	<u>\$6,223.16</u>	<u>\$6,534.32</u>	<u>\$6,861.04</u>
Equipment Mechanic Asst	<u>\$4,667.93</u>	<u>\$4,901.32</u>	<u>\$5,146.39</u>	<u>\$5,403.70</u>	<u>\$5,673.89</u>
Equipment Service Worker	<u>\$3,402.90</u>	<u>\$3,573.06</u>	<u>\$3,751.69</u>	<u>\$3,939.23</u>	<u>\$4,136.24</u>
Groundskeeper	<u>\$4,395.39</u>	<u>\$4,615.17</u>	<u>\$4,845.92</u>	<u>\$5,088.20</u>	<u>\$5,342.63</u>
Park Ranger	<u>\$5,302.60</u>	<u>\$5,567.75</u>	<u>\$5,846.12</u>	<u>\$6,138.44</u>	<u>\$6,445.35</u>
Park Ranger Assistant	<u>\$4,074.33</u>	<u>\$4,278.06</u>	<u>\$4,491.95</u>	<u>\$4,716.54</u>	<u>\$4,952.36</u>
Public Works Maint Wkr (Lead)	<u>\$5,885.97</u>	<u>\$6,180.29</u>	<u>\$6,489.30</u>	<u>\$6,813.74</u>	<u>\$7,154.45</u>
Public Works Maint Wkr(Senior)	<u>\$5,353.66</u>	<u>\$5,621.34</u>	<u>\$5,902.41</u>	<u>\$6,197.50</u>	<u>\$6,507.39</u>
Public Works Maintenance Wkr	<u>\$4,866.96</u>	<u>\$5,110.31</u>	<u>\$5,365.82</u>	<u>\$5,634.13</u>	<u>\$5,915.84</u>
Public Works Trainee	<u>\$3,898.62</u>	<u>\$4,093.55</u>	<u>\$4,298.23</u>	<u>\$4,513.14</u>	<u>\$4,738.82</u>
Stationary Engineer	<u>\$6,560.14</u>	<u>\$6,888.13</u>	<u>\$7,232.56</u>	<u>\$7,594.18</u>	<u>\$7,973.88</u>
Stationary Engineer (Senior)	<u>\$7,216.15</u>	<u>\$7,576.92</u>	<u>\$7,955.77</u>	<u>\$8,353.58</u>	<u>\$8,771.24</u>

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,~~October 22, 2022 the base wages rates set forth in this Appendix B, paragraph 1 above, will increase by ~~three-six percent (36%)~~ three-five percent (35%) 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-five percent (35%)~~ three-five percent (35%) of the base wage rates in effect the day before such increase takes effect.

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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 ~~two-four~~ percent (24%) of the base wage rates in effect the day before such increase takes effect.
- ~~5. Effective the beginning of the thirteenth (13th) 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 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.~~

• **Cafeteria Plan (Union Proposal #8):**

The Union responds as follows:

6.3 Cafeteria Plan

- A. Effective for coverage beginning January 1, ~~2019-2022~~ the County's contribution toward the cafeteria plan shall be at the dollar amount reflecting seventy-five (75%) of the January 1, ~~2019-2022~~ PEMHCA Bay Area Family Kaiser rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, ~~2020-2023~~, for employees that enroll in "employee only" health coverage, the County's contribution toward the health plan shall be set at seventy-five percent (75%) of the ~~2020~~-PEMHCA Region 1 Kaiser Permanente family rate ~~minus the PEMHCA MEC~~.

Effective with the coverage effective January 1, ~~2021-2023~~, for employees that enroll in "employee plus one dependent" health coverage, the County's contribution toward the health plan shall be set at ~~seventy-five~~eighty percent (~~75~~80%) of the ~~2021~~-PEMHCA Region 1 Kaiser Permanente family rate ~~minus the PEMHCA MEC~~.

Effective with the coverage effective January 1, ~~2022-2023~~, for employees that enroll in "employee plus two or more dependents", the County's contribution toward the health plan shall be set at ~~seventy-eight~~eighty-five percent (~~75.85~~85%) 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

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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 last pay period ~~which includes October 21, 2022~~ in November 2022.

Maximum <u>Monthly</u> Salary of:	For \$80.00 Monthly Contribution as of:
\$6,682.00 <u>\$7,161.00</u>	On the same date of the wage increase in Appendix B paragraph 2 <u>September 4, 2022</u>
\$6,882.00 <u>\$7,591.00</u>	On the same date of the wage increase in Appendix B paragraph 3 <u>October 22, 2022</u>
\$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~~ they ~~has~~ have 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~~ they ~~has~~ have alternate insurance coverage shall receive five hundred dollars (\$500.00) per month minus the PEMHCA MEC.

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- 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~~their 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~~their 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~~their DCRA to obtain reimbursement eligible dependent care expenses.

- **Jail Differential (Union Proposal #24):**

The Union restates its August 22, 2022 proposal.

- **Cogen and Building Control Systems (Union Proposal #31):**

The Union restates its September 26, 2022 proposal.

- **Total Compensation Study/Comparison Agencies/Benchmarks (Union Proposal #33):**

The Union restates its September 26, 2022 proposal.

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- **Holidays (Union Proposal #14):**

The Union restates its August 29, 2022 counterproposal.

- **Longevity Compensation (Union Proposal #5):**

The Union restates its July 19, 2022 proposal.

- **Leave of Absence Without Pay (County Proposal #5):**

The Union restates its September 20, 2022 counterproposal.

The County and the Union reached tentative agreement on _____, October____, 2022.

For the County:

For the Union:

Burke Dunphy
Chief Spokesperson

Stan Eichenberger
Chief Spokesperson

Initials: County _____ Union _____ Date: _____