

**County of Solano and Unit 10, Local 39  
Successor MOU Negotiations – 2022  
Total Tentative Agreement Summary – October 10, 2022 Amended 10/17/22**

The following is a total tentative agreement between the County and Unit 10, Local 39. Agreement on individual elements (tentative agreements listed in this document) of the proposal is contingent on agreement to the whole.

The parties agreed that any proposal not specifically addressed herein is withdrawn or rejected.

The 2022-2025 MOU add/delete copy will be drafted.

**1. Section 2 – Term**

This Memorandum of Understanding shall be in effect the later of October 22, 2022 or on the date it is adopted by the Board of Supervisors, except for those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect up to and including October 25, 2025.

**2. Wages (Note: Actual language will conform to current Appendix B)**

- Year 1 - Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following 10/21/2022, whichever is later, the base wage rates will increase by **four percent (4%)**.
- Year 2 - Effective the beginning of the pay period of 10/29/2023 following the Year 1 wage increase set forth above, the base wage rates will increase by **four percent (4%)**.
- Year 3 – Effective the beginning of the pay period of 10/27/2024 following the Year 2 wage increase set forth above, the base wage rates will increase by **four percent (4%)**.

COUNTY:

 for

Burke Dunphy  
Chief Negotiator

Date: 10/17/2022

UNION:



Stan Eichenberger  
Chief Negotiator

Date: 10/17/22

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**3. Pay and Cafeteria Plan Parity Side Letter**

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 provide to Unit 10. The term “general wage increase” does *not* include any special adjustments/equity adjustments specific to a classification, subset or group of bargaining unit and excludes any wage increase (or portion thereof) which is attributed to a change in other collective bargaining provisions.

The parties also agree that if any other bargaining unit represented by a union/association receives a cafeteria plan greater than the cafeteria plan set forth in Section 6.3 during the term of this Memorandum of Understanding, then the same cafeteria plan shall be provided to Unit 10. The term “cafeteria plan” does not include any special adjustments specific to a classification, subset or group of bargaining unit and excludes any cafeteria plan increase (or portion thereof) which is attributed to a change in other collective bargaining provisions.

**4. Comparable Counties and Cities Side Letter**

The County has an established list of comparable counties and cities that it uses for classification and compensation (wage and/or total comp.) 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.

Prior to negotiations over a successor memorandum of agreement, the County intends to perform a total compensation survey of the following classifications.

- Custodian
- Equipment Mechanic
- Public Works Maintenance Worker
- Stationary Engineer

The County will provide that study to Unit 10 no later than June 30, 2025. Unit 10 may perform its own total compensation survey and will provide that to the County prior to June 30, 2025.

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**5. Early Settlement Side Letter**

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 period in November 2022:

- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before October 21, 2022, then employees shall receive a lump sum payment of ~~one thousand dollars (\$1,000)~~ **one thousand five hundred dollars (\$1,500)**.
- 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.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence.

**6. Employee Retention/Recognition Side Letter**

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 of **one thousand five hundred dollars (\$1,500)** to all bargaining unit employees employed as of September 4, 2022. 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.

**7. Section 6.3 – Cafeteria Plan**

Effective January 1, 2023 or the first of the month following the Term of Agreement's start date, whichever is later, the County's contribution to the cafeteria plan shall be set at eighty percent (80%) of the 2023 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Effective with the coverage effective January 1, 2024, the County's contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 2024 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

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Effective with the coverage effective January 1, 2025, the County’s contribution toward the cafeteria plan shall be set at eighty percent (80%) of the 2025 PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC.

Additionally, through December 16, 2022, or the start date of the increase to the County’s contribution to the cafeteria plan to eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate minus the PEMHCA MEC, whichever is sooner, 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 employees enrolled in PEMHCA for “employee plus two or more dependents” shall receive a County contribution of eighty dollars (\$80.00) 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 of \$50/\$80 shall sunset at the end of the pay period in December 2022.

Note: Table will be updated with the new salary.

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

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Effective the same pay period as the County's contribution of eighty percent (80%) of the PEMHCA Region 1 Kaiser Permanente family rate, 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, regardless of salary. This \$50 contribution is intended to replace the \$50/\$80 contribution which sunsets in December 2022. The County contribution (\$50) shall sunset at the end of the pay period which includes the expiration of the 2022-25 MOU.

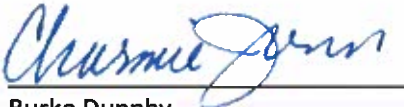
**8. Section 8.12 – Jail Differential (Note: Will incorporate Side Letter signed in August 2021 and the following amendments**

Employees in a Building Maintenance Assistant classification, Building Trades Mechanic classification (series) or Stationary Engineer classification (series) assigned to a County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a two and one-half percent (2.5%) pay differential for each hour, or portion thereof, worked in the adult detention facility/jail.

Effective the first pay period following the Board of Supervisors' adoption of the collective bargaining agreement or the first pay period following 10/21/2022, whichever is later, employees in a Building Maintenance Assistant classification, Building Trades Mechanic classification (series) or Stationary Engineer classification (series) assigned to the County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a five percent (5%) pay differential for each hour, or portion thereof, worked in the adult detention facility/jail.

Employees working in the Building Trades Mechanic classification that are allocated to work in the Sheriff's Office will receive a five percent (5%) pay differential. The percentage of jail differential paid to the Building Trade Mechanic classification is based on the allocation of the position (i.e. General Services or Sheriff's Office) and only one (1) jail differential may be received.

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**9. NEW – Section 8.13 – Stationary Engineer and Industrial Engine Mechanic Education Pay**

As set forth below, any employee identified below will be eligible for incentive pay up to a cumulative maximum of five percent (5%) upon successful completion of the following courses (above regular user operator level).

**A. Stationary Engineer/Industrial Engine Mechanic at Cogeneration Plant**

1. Employees in the class of Senior Stationary Engineer, Stationary Engineer, and Industrial Engine Mechanic assigned to work at the County's Cogeneration Facility are eligible.
2. The course must be an advanced training course that pertains to the Engine/Load Controls Systems currently used at the County's Cogeneration Facility (e.g., ComAp, MotorTech, other related systems, etc.), as determined in the County's discretion.
3. Eligibility for the incentive pay will be determined upon submission of satisfactory evidence to the Appointing Authority, or designee, of successfully completing the course.
4. Each course is eligible for incentive pay of one percent (1%).
5. The County may pay for the trainings.
6. At the discretion of the Appointing Authority employee may attend the course(s) during employee's scheduled work time.

**B. Stationary Engineers – Building Control Systems**

1. Employees in the classes of Senior Stationary Engineer and Stationary Engineer are eligible, including Senior Stationary Engineers and Stationary Engineers assigned at the County's Cogeneration Facility.
2. The course must be an advanced training course that pertains to maintenance, operation, repair, back-up and programming the County's Building Management Systems (BMS) currently used in County facilities.
3. The following courses are eligible for this incentive pay:
  - a. Tridium Niagara Certification;
  - b. Johnson Facility (FX) Supervisory Controller Engineering Course;
  - c. Any manufacturer-specific course similar in nature, as determined in the County's discretion.
4. Each course is eligible for incentive pay of two and one-half percent (2.5%).

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5. Eligibility for the incentive pay will be determined upon submission of satisfactory evidence to the Appointing Authority of successfully completing the course(s).
6. The County may pay for the trainings.
7. At the discretion of the Appointing Authority employee may attend the course during employee's scheduled work time.

**10. Longevity**

[In Lieu of County's Deferred Compensation Match tentative agreement (Section 6.7 (Deferred Compensation), dated August 22, 2022), which remains included as part of this Total Tentative Agreement, the Union may select the following as an alternative. The Union may only select one, NOT both.]

1.) Keep the Deferred Compensation tentative agreement dated August 22, 2022;

OR

2) Effective January 1, 2024, all employed in regular or limited-term full-time position, upon completion of fifteen (15) years continuous full-time service, shall be entitled to an additional two and one-half percent (2.5%) increase in compensation, such that the total percentage increase upon completing fifteen (15) continuous full-time service shall be five percent (5%) and accounting for increases in subsequent years as described above the total percentage increase upon completing thirty-five (35) years shall be fifteen percent (15%).

**11. MOU Clean-up**

The parties agree to make clerical changes (e.g., implied changes in section cross references, gender-neutral pronouns).

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**Tentative Agreements (TA's)**

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
22. Section 18.2 (Discipline), dated September 26, 2022

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