

**Unit 10 – Skilled Craft & Service Maintenance
Stationary Engineers, Local 39**

COUNTY PROPOSAL 1

2. TERM

This Memorandum of Understanding shall be in effect the later of October 24, 2019 or on the date it is adopted by the Board of Supervisors, ~~October 24, 2017,~~ except for those provisions of this Memorandum of Understanding which have been expressly assigned other specific effective dates and shall remain in full force and effect to and including October 21, 2022, ~~two years following Board Adoption, or October 23, 2019.~~ ~~This Memorandum of Understanding shall continue thereafter from year to year unless at least ninety (90) days prior to October 23, 2019, or prior to June 29 of any subsequent year, either party has filed written notice with the other of its desire to amend, modify, or terminate and negotiate a successor to this Memorandum of Understanding.~~

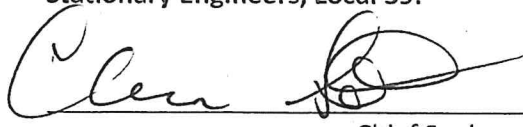
Dated: 07/30/2019

COUNTY:



Mark Eoye, Chief Spokesperson

Stationary Engineers, Local 39:



_____, Chief Spokesperson

COUNTY PROPOSAL Union Security and Rights

DATE & TIME _____

**Amendment to the Memorandum of Understanding
Between
The County of Solano and
Skilled Craft and Service Maintenance Stationary Engineers, Local 39**

3. UNION SECURITY AND RIGHTS

~~3.1 Union Security~~

~~3.2 Agency Shop~~

~~As a condition of continuing employment, employees shall become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union and shall not exceed that portion of the Union's dues and initiation fees (hereinafter collectively termed "service fee") paid by members of the Union as are expended by the Union in fulfilling its responsibilities for representing members of the Representation Unit in the negotiation and administration of the Memorandum of Understanding. Initiation fees shall only apply to employees hired after implementation of this agreement. The Union shall comply with the rules governing the establishment of agency shop fees as set forth in the U.S. Supreme Court's decision in March, 1986 in Chicago Teachers Union v. Hudson.~~

~~3.13 Union Dues / Service Fees~~

A. ~~Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization form advising the employee that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Auditor's Office, Payroll Division. The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or not join the Union.~~

B. ~~If the form is not completed properly and returned within five (5) working days, the County Auditor shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment. Initiation fees shall be deducted in no~~

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~~more than four (4) equal installments in successive pay periods, beginning with the first full pay period. Any Unit employee who has a dues deduction authorization on file with the Auditor-Controller's Office as of June 27, 2018 shall be deemed to have signed up for union deductions.~~

BC. Employees may sign up for Payroll Deductions of Union dues with the Union. The Union will certify, in a letter to the County Auditor-Controller's Office – Payroll Bureau, new members of the Union. If employees opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue for the duration of this agreement, or until

1. the last day of the last pay period following the transfer, promotion, or demotion of the employee to a unit represented by another recognized employee organization or to a class not contained in a represented unit: or,

2. until the end of the pay period following notification from the Union to the County to cease deducting Union dues, or a later date as specified by the Union (to coincide with the end of the pay period).

It shall be the sole responsibility of the Union to procure payroll deductions of dues.

CD. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

D. Religion-Exemption

~~Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the appropriate local Union within fifteen (15) days of receipt by the County. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. Payroll Deductions shall not be retroactive.~~

EF. The County will not deduct any Union fines or penalties from the pay of an employee.

3.4 Financial Reports

~~Stationary Engineers, Local 39 shall submit copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959 to the County Administrator once annually.~~

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~~Copies of such reports shall be available to employees subject to the Agency Shop requirements of this agreement at the Office of the Union.~~

~~Failure to file such a report within one hundred (100) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to the employee, until said report is filed.~~

3.52 Payroll Deductions and Pay Over

~~The County shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide the Union with a list of all persons making charitable deductions pursuant to the religious exemption granted herein.~~

~~The County will provide a list of employees newly hired into regular positions to the Union on at least a monthly basis. The County will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.~~

3.63 Hold Harmless

The Union shall indemnify, defend, and hold harmless the County, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the County be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.74 Waiver of Election for Newly-Represented Employees and New Representation Units

The accretion of classifications and/or employees to representation units set forth in this Memorandum of Understanding shall not require an election for the application of this ~~Agency Shop~~ provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election for the application of this ~~Agency Shop~~ provision to such units.

County: 

for Mark Love, Chief Spokesperson
Date: 7/30/19

Union: 

Charlie Solt, Chief Spokesperson
Date: 7/30/19

Union counter proposal

County Counter Proposal to Union Proposal #2

Date and Time: 7/12/19

Fri
07/26/19

10:42am

Solano County to Local 39

3.11 New Employee Orientations

A. The County agrees to make Union provided material available to newly hired Local 39 represented employees, as long as no information pertaining to either local or partisan elections is included in the union provided material.

B. Alternatively, the Union shall have access to employees as part of the Human Resources Department's new employee orientation as follows:

1. A representative of the Union shall be permitted thirty (30) fifteen (15) minutes to meet with employees of the bargaining unit at the New Employee Orientation conducted by Human Resources (HR).

2. The Union's representative will be a Union staff member or a member of the Union (Solano County employee) designated on the "New Employee Orientation Representative list." This list is composed of a maximum of five (5) representatives. The Union will provide the list to the County by the end of the 30th calendar day following the execution of the collective bargaining agreement. The Union may remove and add names, without exceeding five (5) representatives, twice annually during the months of January and July.

~~3. If the Union is represented by a Union member (Solano County employee) at the New Employee Orientation, the Union agrees to reimburse the County so that the member will not suffer a loss in compensation for such time.~~

~~4.4.~~ The County shall advise the Union of the dates and times of all New Employee Orientations. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation.

~~2.5.~~ The Union Representative shall advise the County at the earliest opportunity but no later than two (2) days prior to the scheduled HR New Employee Orientation if it will be meeting and presenting information to the employees. Failure to provide notice of its intent to present will result in the Union waiving its right to present at that meeting. It is the Union's responsibility to notify the Human Resources Director or his designee that the union will not be attending a particular New Employee Orientation meeting and for the Union to activate the provision of 3.11.A above.

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~~3.6.~~ At the earliest opportunity but no later than ten (10) days prior to any scheduled New Employee Orientation, the County shall provide a list to the Union that includes the names, job titles, and departments of all new employees within the bargaining unit who are expected to attend the orientation.

~~4.7.~~ If the Union representative is not available to present at its designated time slot, the Union will be deemed to have waived its right to present at that meeting. No additional time or rescheduling will be afforded

~~5.8.~~ If multiple Recognized Employee Organizations attend HR's New Employee Orientation, each Union representative from each Recognized Employee Organization will meet with employees of the bargaining group at the same time. Separate meetings rooms may be provided but are not guaranteed; however, groups will be divided into "break-out" sessions in the room and/or close proximity to the room scheduled for new employee orientation.

~~6.9.~~ The employees shall have the sole option to meet with the Union during this time or may take the time to review County policies or other materials as provided by the County associated with the new employee orientation.

~~7.10.~~ The Union agrees to stay within its designated time period and will not cause a delay to the new employee orientation schedule. For example, if the Union representative is scheduled to present from 9:15a.m.-9:30a.m., and s/he arrives at 9:20a.m., the Union representative shall have from 9:20a.m. - 9:30a.m. to present. If the Union representative arrives at 9:35, s/he will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.

~~8.11.~~ The Union representative may provide Union materials to employees within its bargaining unit during HR's New Employee Orientation. The Union is responsible for producing, copying and distributing materials to employee. If the Union Representative confirms its attendance at the meeting, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.

~~9.12.~~ The Union may discuss the following Union related topics during the new employee orientation, including but not limited to:

- a) The structure of the Union.
- b) How to contact the Union and/or Union stewards.
- c) Union's role in collective bargaining.
- d) Benefits of Union membership.
- e) Union's role in employee representation.

~~10.13.~~ The Union agrees to not disparage the County and/or its supervisors or management during this meeting.

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11.14. The provisions above in this Section shall not be subject to the arbitration procedure.

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7-30-19

10:14 AM
6/17/19

COUNTY PROPOSAL General Cleanup

DATE & TIME _____

**Amendment to the Memorandum of Understanding
Between
The County of Solano and
Skilled Craft and Service Maintenance Stationary Engineers, Local 39**

Section 5.2 - Pay for New Employees:

Normally new employees shall be appointed at the recruiting step of the salary grade-range in effect for the particular class of position to which the appointment is made. ~~When circumstances warrant, the Director of Human Resources may authorize the filling of the position at a step which is higher than the recruiting step of the salary grade.~~ The department head/appointing authority may authorize that a particular position be filled at step one, two or three following guidelines issued by the Department of Human Resources. Requests for appointments at step four or five must be approved by the Director of Human Resources.

Section 5.4.B and 5.4.C - Merit Increases within GradeRange:

~~B. The merit increase eligibility date for every employee hired or promoted into classifications in this unit before April 12, 2011 shall be the first day of the pay period following completion of the number of full pay periods of service indicated in the chart below.~~

After:	13 Pay	13 Pay	26 Pay	39 Pay
Salary — Grade	Periods	Periods	Periods	Periods
Steps:	2	3	4	5

~~C.B. The merit increase eligibility dates for every employee hired or promoted into classifications in this unit on or after April 12, 2011, shall be the first day of the pay period following completion of 26 full pay periods.~~

After:	26 Pay	26 Pay	26 Pay	26 Pay
Salary <u>Grade-Range</u> Steps:	Periods	Periods	Periods	Periods
	2	3	4	5

If an employee begins employment on the first working day of a pay period, it shall be considered for purposes of this Section that such employment began on the first calendar day of that pay period. If the employee's first working day is after the first Monday (or Tuesday, if Monday is a holiday or if the employee's regular schedule begins on a Tuesday) of the pay period, ~~the employee's time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual determinations.~~ then the pay period shall count as a full pay period for the merit increase and probationary period.

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The granting of any leave-of-absence without pay, other than military leave or workers' compensation leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be deferred by an amount equal to the number of pay periods during which the employee was on the leave of absence without pay.

Section 5.4.G - Merit Increases Within Grade:

- G. If, in the department head's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the department head shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A merit increase may be deferred only once for any given step on the grade-range for the class. The responsibility for reopening the matter by submitting another merit rating and recommendation shall lie with the department head. The employee must be re-evaluated seven (7) pay periods following the scheduled merit increase eligibility date, but in any event the merit increase must be granted or denied prior to the deferment date, supplemented by a structured merit rating which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.

Section 5.10 – Working Out of Class:

It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.

A working out-of-class assignment occurs when an employee receives a formal assignment by a department head to perform all of the work characteristics of a higher paying classification. With prior approval from the Director of Human Resources, a department head may assign an employee the duties of another position in a higher classification which (a) is specifically allocated to the department, and (b) will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods. Such temporary assignment shall not be considered a promotion. The employee shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the grade-range over the salary received prior to the assignment not to exceed the top step of the new graderange.

If the employee is eligible for a merit increase in the class occupied prior to the temporary assignment, such employee will be eligible for a rate increase on the temporary assignment class grade-range provided, however, such increase in the prior class would result in more than the rate being earned on temporary assignment.

Section 5.11 – Changes in Salary Allocation:

If a class is reassigned to a different salary graderange, each employee in the class shall be compensated at the same step in the new salary grade-range as he/she was receiving in the grade-range to which the class was previously assigned.

Section 6.4 – Dental Insurance:

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Regular, ~~and~~ limited-term, ~~and~~ probationary employees are eligible for dental insurance coverage for the employee and eligible dependents beginning ~~on the first of the month following six (6) months of continuous service~~ appointment with the County. ~~Effective beginning the latter of full adoption of the collective bargaining agreement or the pay period which includes November 1, 2015 the eligibility period for the dental insurance shall begin the month following appointment with the County.~~

The County pays one hundred percent (100%) of the monthly dental care insurance premium rate on behalf of each regular or limited term full-time employee and his/her eligible dependents. The County's contribution will be a pro-rated amount of the full-time premium for regular or limited-term part-time employees in proportion to the relationship their basic workweek bears to forty (40) hours. Premium amounts in excess of the County contribution will be paid by the participating employee by payroll deduction.

The County shall maintain the existing dental insurance benefits throughout the term of this Agreement. However, it is understood that ~~the~~ insurance plan providers from time to time mandate a change in benefits and the County has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

The County reserves the right to provide additional dental insurance plans.

Section 6.10 – Retirement Plan, B PEPRA Tier:

~~Effective January 1, 2013~~ tThe County implemented a new Miscellaneous Member pension tier for this bargaining unit, in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to in this MOU as the "PEPRA Miscellaneous tier."

APPENDIX A – Classification Listing (Unit 10):

Regular and limited-term classifications represented under this Agreement are:

~~Airport Maintenance Worker~~
Building Maintenance Assistant
Building Trades Mechanic
Building Trades Mechanic (Senior)
Capital Projects Coordinator
Cogeneration Industrial Engine Mechanic
Contract Employee – Technical
~~Cook~~
Custodian
Custodian (Lead)
~~Duplicating Equipment Operator~~
~~Duplicating Services Assistant~~
Equipment Mechanic
Equipment Mechanic Assistant
Equipment Services Worker
Equipment Services Attendant (Senior)
Groundskeeper
~~Institutional Services Aide~~
~~Painter~~
Park Ranger
Park Ranger Assistant
Public Works Maintenance Worker (Lead)

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Public Works Maintenance Worker (Senior)
 Public Works Maintenance Worker
 Public Works Trainee
 Stationary Engineer
 Stationary Engineer (Senior)

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
Airport Maintenance Worker	3,916.60	4,112.44	4,318.06	4,533.96	4,760.66
Building Maintenance Assistant	3,395.94	3,565.74	3,744.02	3,931.23	4,127.81
Building Trades Mechanic	5,244.34	5,506.56	5,781.88	6,070.98	6,374.54
Building Trades Mechanic (Senior)	5,765.04	6,053.30	6,355.96	6,673.76	7,007.45
Capital Projects Coordinator	5,655.62	5,938.40	6,235.32	6,547.10	6,874.44
Cogen Industrial Engine Mechanic	5,986.38	6,285.70	6,599.99	6,929.99	7,276.49
Cook	3,652.63	3,835.27	4,027.03	4,228.41	4,439.81
Custodian	3,175.25	3,334.00	3,500.71	3,675.72	3,859.53
Custodian (Lead)	3,493.22	3,667.87	3,851.26	4,043.83	4,246.02
Duplicating Equipment Operator	3,741.32	3,928.40	4,124.80	4,331.05	4,547.60
Duplicating Services Assistant	3,031.55	3,183.13	3,342.29	3,509.39	3,684.87
Equipment Mechanic	4,916.79	5,162.62	5,420.76	5,691.80	5,976.39
Equipment Mechanic Asst	4,066.06	4,269.35	4,482.83	4,706.96	4,942.32
Equipment Service Worker	2,964.14	3,112.35	3,267.96	3,431.32	3,602.92
Equipment Svc Attendant (Sr)	4,034.43	4,236.14	4,447.95	4,670.36	4,903.86
Groundskeeper	3,828.66	4,020.10	4,221.11	4,432.14	4,653.77
Institutional Services Aide	3,175.23	3,333.99	3,500.69	3,675.72	3,859.51
Painter	4,521.29	4,747.35	4,984.73	5,233.95	5,495.65
Park Ranger	4,618.90	4,849.86	5,092.33	5,346.97	5,614.30
Park Ranger Assistant	3,549.00	3,726.45	3,912.77	4,108.41	4,313.81
Public Works Maint Wkr (Lead)	5,127.04	5,383.42	5,652.59	5,935.20	6,231.98
Public Works Maint Wkr(Senior)	4,663.37	4,896.54	5,141.37	5,398.41	5,668.35
Public Works Maintenance Wkr	4,239.43	4,451.40	4,673.97	4,907.68	5,153.06
Public Works Trainee	3,395.94	3,565.74	3,744.02	3,931.23	4,127.81
Stationary Engineer	5,714.29	5,999.99	6,300.01	6,615.01	6,945.75
Stationary Engineer (Senior)	6,285.72	6,599.97	6,929.98	7,276.49	7,640.30

County:



Mark Love, Chief Spokesperson

Date:

7/30/19

Union:



Charlie Solt, Chief Spokesperson

Date:

7/30/19

Date and Time: 07/20/19

1:21 pm

Unit #10 Local 39

County Counter Proposal to Union Proposal #11

6.3 Cafeteria Plan

A. ~~Effective for coverage beginning January 1, 2017 the County's contribution toward the cafeteria plan shall be set at the dollar amount reflecting seventy five percent (75%) of the January 1, 2017 PEMHCA Bay Area Family Kaiser rate minus the PEMHCA MEC.~~

~~Effective for coverage beginning January 1, 2018 the County's contribution toward the cafeteria plan shall be at the dollar amount reflecting seventy five percent (75%) of the January 1, 2018 PEMHCA Bay Area Family Kaiser rate minus the PEMHCA MEC.~~

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

Effective with the coverage effective January 1, 2020, 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, the County's contribution toward the health plan shall be set at seventy-five percent (75%) of the 2021 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 2021 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, the beginning of the first pay period following adoption of the 2017 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. Said employee may use this County contribution 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. 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

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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 October 21, 2022 ~~the expiration of the 2017-2019 collective bargaining agreement.~~

<u>Maximum Salary of:</u>	<u>For \$80.00 Monthly Contribution as of:</u>
<u>\$6,682.00</u>	<u>On the same date of the wage increase in Appendix B paragraph 2</u>
<u>\$6,882.00</u>	<u>On the same date of the wage increase in Appendix B paragraph 3</u>
<u>\$7,020.00</u>	<u>On the same date of the wage increase in Appendix B paragraph 4</u>
<u>\$7,090.00</u>	<u>On the same date of the wage increase in Appendix B paragraph 5</u>
<u>\$7,161.00</u>	<u>On the same date of the wage increase in Appendix B paragraph 6</u>

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

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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.

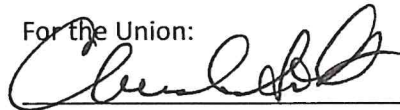
For the County:



Mark Love, Chief Spokesperson

6/30/19

For the Union:



Charlie Solt, Chief Spokesperson

3:46pm

Date and Time: 3:46pm 7/8/19
County Proposal # 3

Solano County to Local 39

6.12 Tuition Reimbursement Program

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the County.
2. Courses which are directly related to the employee's work may be taken on not more than fifty percent (50%) of the County's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.
3. Courses must be taken for credit; audited courses will not be reimbursed.
4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
5. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
6. Courses are not eligible for tuition reimbursement if they:
 - a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - c. Duplicate in-service training which is available.
 - d. Duplicate training which the employee has already had.

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7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
8. Reimbursement shall be subject to certification by the department concerned that the course of study is directly related to the work of the employee.
9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the department involved.
10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Department of Human Resources within ninety (90) calendar days after the course completion date.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty percent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
2. Reimbursement shall be limited as follows:
 - a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - b. The maximum reimbursement that may be received by an employee in one fiscal year shall be four hundred dollars (\$400). Effective July 1, 2020, the maximum reimbursement that may be received by an employee in one fiscal year shall be two thousand dollars (\$2,000).
 - c. An employee shall be reimbursed for expenses totaling five dollars (\$5.00) or more for a single course. Expenses less than five dollars (\$5.00) for a single course are not reimbursable.
 - d. No employee shall be reimbursed for non-resident fees above the normal resident fees.


E. Procedure for Tuition Reimbursement

ML
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1. The employee shall submit his/her request to his/her department head who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy. If the department head recommends approval, he/she shall forward the application to the Director of Human Resources.
2. The employee shall apply for Tuition Reimbursement through such supervisory channels as are designated by the head of his/her department, on forms provided by the Director of Human Resources.
3. An employee may appeal denial of the request by the department head to the Director of Human Resources and the Director of Human Resources' decision (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.
4. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Human Resources Department. The employee shall also present evidence of payment of required textbook costs.

The department head may require that the employee evaluate the course in writing and forward such evaluation to the Human Resources Department through normal supervisory channels.

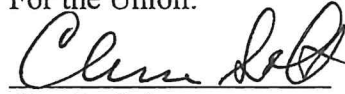
For the County:



Mark Love
Chief Spokesperson

07/30/2019

For the Union:



Charlie Solt
Chief Spokesperson



International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

Date 7/30/19
11:55am

Union Proposal#: Center 12

ARTICLE 6 – BENEFITS

6.16 Uniform Allowance

A. The total annual Uniform Allowance for eligible classifications is as follows:

Class	Maximum
Park Ranger	\$ 6 700 (\$700 new hires)
Park Ranger Assistant	\$ 6 700 (\$700 new hires)
Cook (Sheriff's Department)	\$400
Cook	\$400

B. Uniforms and Protective Attire Provided


1. Uniforms

a. The County agrees to provide, in the following maximum quantities and at the Department Head's discretion shirts shall be of a quality and color and other specifications as determined by the County.

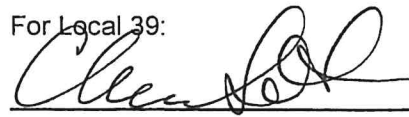
Class	Maximum
Custodian and Lead Custodian	5 smocks, 5 shirts or T-shirts, & 5 pants*
Groundskeeper	5 shirts & 5 T-shirts, & 5 pants*

TENTATIVE AGREEMENT

For the County of Solano:


07/30/19
Date

For Local 39:


7/30/19
Date

International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

- c. Upon request, employees in the ~~Cook~~ and Custodian classifications shall receive an annual reimbursement of up to \$125 for the purchase of slip resistant shoes. Shoe type shall be subject to departmental approval. Once requested, slip-resistant shoes must be worn at all times while on duty.
- d. The County agrees to provide one light and one heavy weight safety jacket to employees in the classes of Public Works Maintenance Worker/Trainees, Lead Public Works Maintenance Worker, Senior Public Works Maintenance Worker, Groundskeeper, and any Building Trades Mechanic assigned to work at the airport. Color and quality to be selected by management following consultation with the employees. The jackets will be replaced on a case-by-case, as needed basis. It is expected that the employees will wear the safety jackets during periods of cool or inclement weather.
- ~~e. The County agrees to provide one uniform jacket to individuals in the Cook classification. Color and quality to be selected by management following consultation with the employees. The jackets will be replaced on a case-by-case, as needed basis.~~

3. Conditions

- a. Attire will be replaced when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by the County.
- b. The County will provide suitable identification to be affixed to the uniform by the employee.

CS

TENTATIVE AGREEMENT

For the County of Solano:

For Local 39:

Date

Date

International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

Senior Public Works Maintenance Worker
Public Works Maintenance Worker/Trainee
Groundskeeper
Cogeneration Industrial Engine Mechanic

- c. ~~Park Rangers and park Ranger Assistants shall be provided with a bulletproof vest of a type and style approved by the department head which shall be worn at all times while on duty.~~ ML
CS
- d. Equipment Mechanics, Equipment Mechanic Assistants, Equipment Service Worker, and Equipment Service Worker Attendant (Senior) shall be provided uniforms that are appropriate to their classification. The County shall provide weekly laundry services at no cost to employee. Each employee may elect eleven (11) shirts and eleven (11) pants, or eleven (11) coveralls.

2. Protective Attire

- a. The County agrees to reimburse Public Works Maintenance Worker/Trainee, Groundskeepers, Equipment Mechanics, Park Rangers, Park Ranger Assistants, Storekeepers, Stationary Engineers, Building Trade Mechanics, Building Maintenance Assistants, Senior Public Works Maintenance Workers, Senior Stationary Engineer, and Equipment Service Workers, and Cogeneration Industrial Engine Mechanics up to \$360 over a two year period per employee for the purchase and/or repair of safety boots which must be worn at all times while on duty.
- b. Supervisors shall have the authority to issue or purchase gloves for department employees on an as-needed basis. Such determination of need to be made by the Supervisor under the general guidelines provided by the Public Works Operations Manager. ML
CS

TENTATIVE AGREEMENT

For the County of Solano:

For Local 39:

Date

Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

Date _____

International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

Public Works Maintenance Worker/Trainee	5 long sleeved shirts (collared or T-shirts, two of which may be sweat shirts) & 5 short sleeved (collared or T-shirts)
Senior Public Works Maintenance Worker	5 long sleeved shirts (collared or T-shirts, two of which may be sweat shirts) & 5 T-shirts)
Building Trades Mechanic	5 shirts & 5 pants*
Stationary Engineers	5 shirts & 5 pants*
Senior Stationary Engineers	5 shirts & 5 pants*
Building Maintenance Assistant	5 shirts & 5 pants*
Cogeneration Industrial Engine Mechanic	5 shirts & 5 pants*

* Employees in the classes of Custodian, Lead Custodian, Groundskeeper, Building Trades Mechanic, Stationary Engineers Building Maintenance Assistant and Cogeneration Industrial Engine Mechanic may opt to receive three (3) pairs of bib-overalls in lieu of receiving the five (5) pairs of pants as specified above. Employees may change their election on a biennial basis.

- b. The following classes will be provided one (1) pair of coveralls each:
Building Trades Mechanic
Building Maintenance Assistant
Stationary Engineer

CS
TENTATIVE AGREEMENT

For the County of Solano:

For Local 39:

Date

Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

c. Administrative regulations dealing with the initial purchase and administration of the program will be determined by the appropriate departments.

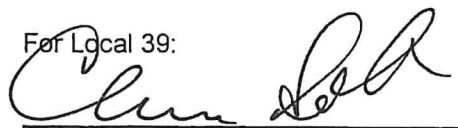
TENTATIVE AGREEMENT

For the County of Solano:



Date

For Local 39:



7-30-19
Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

County Proposal # _____

Date and Time: _____

7/12/19
10:24 AM

Solano County to Local 39

Section 7.1 - Safety

The County shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations and provisions of State and Federal Law.

The County agrees to provide such safety equipment and protective clothing as is required to conform to this Section. American National Standards Institute (ANSI) approved safety glasses are considered the basic minimum protective eyewear required for employees engaged in work assignments or in areas with potential eye hazards. Glasses must have a protective side-shield to comply with the ANSI standard for safety glasses. The term "safety glasses" includes both prescription and non-prescription safety glasses, with side shields, which meet the requirements the existing ANSI standard "American National Standard Practice for Occupational and Educational Eye and Face Protection." The side shield includes a device commonly attached to spectacles that provides side exposure protection to the eyes.

The County will provide prescription safety glasses from a County-designated supplier for those employees required to wear them at a maximum cost of \$300. Lenses will be replaced by said provider when prescription changes occur. Lost or broken prescription glasses will be replaced by the County no more frequently than once every two years. Alternatively, employees may elect to go to their own optometrist and seek reimbursement for prescription safety glasses, new lenses when prescription changes occur, or replacement of lost or broken prescription glasses, under the same conditions and guidelines detailed above, provided the glasses they choose to purchase meet the same safety guidelines as those provided by the County-designated supplier.

In the event that any employee's prescription safety glasses cost more than the maximum reimbursement amount of \$300 as stated in the paragraph above, the Director of General Services with concurrence of the Human Resources Director, may provide additional reimbursement not to exceed an additional \$50. The parties agree that this additional reimbursement is for unique and rare circumstances in which specialized frame sizing or lens types are specifically prescribed by the employee's doctor.

Appoint
Auth
CS
ML

Employees who are furnished safety equipment as required by their jobs are expected to wear/use such equipment whenever performing tasks requiring such use.

County: Mark Love

Mark Love, Chief Spokesperson

Date: 07/30/19

Union: Charlie Solt

Charlie Solt, Chief Spokesperson

Date: 7/30/19

Date and Time: 7/22/19 11:40am

Solano Counter Proposal to Union Proposal #14

8.2 Call Back and Standby Pay Differential

A. Standby

Standby is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that his/her supervisor can reach him/her on ten (10) minutes' notice or less.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at ~~three~~ four dollars (\$~~3~~4.00) per hour. If such standby is spent on weekends or holidays the employee shall be compensated at ~~five~~four dollars (\$~~5~~4.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

If an employee is placed on standby duty, such employee shall be compensated for the time spent on assigned standby at four dollars (\$4.00) per hour. If such standby is spent on weekends or holidays the employee shall be compensated at five dollars (\$5.00) per hour. No employee shall be compensated for standby duty and call back work simultaneously. Classes used as standby and call back must be approved by the County Administrator both as to authorized classes and authorized numbers.

For purposes of this section for workers assigned to General Services a weekday is defined as from 5:00 p.m. to 8:00 a.m. (15 hours). A Saturday is defined as 5:00 p.m. Friday to 12:00 midnight Saturday (31 hours). A Sunday is defined as 12:00 midnight Saturday to 8:00 a.m. Monday (32 hours). A holiday is defined as 5:00 p.m. on the evening preceding a fixed recognized County holiday to 8:00 a.m. on the morning following the holiday (39 hours) except as follows. If a holiday falls on a Monday, Holiday Standby shall commence at 8:00 a.m. Monday and end at 8:00 a.m. Tuesday (24 hours). If a holiday falls on a Friday, Holiday Standby shall commence at 5:00 p.m. Thursday and end at 5:00 p.m. Friday (24 hours)

B. Call Back

Any employee who is called back to work for an emergency or other unplanned/unscheduled event and after the termination of their normal work and after having left the worksite, shall be paid for call back duty at time and one half their hourly rate, not to exceed the maximum step of the working level classification, with a guaranteed minimum payment of three (3) hours straight time pay; however, employees may be granted compensatory time off at the rate of one


CBS
MMA

and one-half hours off for each hour worked with a guaranteed minimum of three (3) hours of compensatory time off in lieu of call back payment with the concurrence of the appropriate departmental authority; except that employees shall have the option of determining the method of payment (cash or compensatory time off) for the first fifteen (15) hours of call back worked in each fiscal year. CTO accumulated in excess of eighty (80) hours must comply with **Section 20.2** of this MOU.

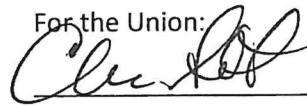
~~If an employee receives notification cancelling the need for callback while en-route to the worksite or emergency work location, the callback period is ended upon receipt of the cancellation and the employee shall receive one (1) hour of call back pay.~~

CBSS
ML

For the County:


Mark Love
07/30/19

For the Union:



Date and Time: _____

County Counterproposal to Union Proposal #17

8.4 Class A or ~~Class B~~ California Driver's License

A. Employees in the following classification are required to have a Class A California Driver's License with an X endorsement. However, subject to any applicable Civil Service rules or regulations, the County will eliminate the Hazardous Waste endorsement requirement (currently part of the X endorsement requirement) for the below-listed classifications; provided that if the County determines that a need exists for a larger number of employees to obtain the Hazardous Waste endorsement than do so voluntarily, the County may reinstate the Hazardous Waste endorsement requirement. Before reinstating the Hazardous Waste endorsement, the County will meet with the Union at least twenty-one (21) days prior and will make every effort to resolve any hardships that reinstatement might present for the impacted classifications. After such meeting, the County may reinstate the Hazardous Waste endorsement. For employees in the listed classifications who elect to obtain the Hazardous Waste endorsement voluntarily, subsections C and D below will continue to apply. All other components of the X endorsement will continue to be required.

1. Public Works Maintenance Worker

2. Senior Public Works maintenance Worker

B. Public Works Trainees shall be required to obtain a ~~Class B Driver's License within three (3) months of appointment and~~ a Class A Drivers license with and X endorsement within six (6) months of appointment before promotion to Public Works Maintenance Worker; provided that the terms of subsection 2 above concerning the elimination, subsequent voluntary acquisition, and possible reinstatement of the Hazardous waste endorsement will also apply to the Public Works Trainee classification.

C. Solano County will reimburse all cost of testing, examining obtaining physical examinations and licensing for all employees who are required to have a Class A Driver's License ~~or B license with~~ and X endorsement, including federal fees payable for a Hazardous Materials (HazMat) endorsement. Physical

examination cost must be comparable to the actual cost for similar testing and examination done by the County's Clinic. It will be by mutual agreement of the parties whether the employee shall receive a physical from the county or their own personal physician. However, the County may direct employees to use county facilities if it is the lowest cost alternative and the employee is unwilling to pay the difference in cost.

- D. The County will provide up to thirty-two (32) hours on-the-job training to prepare employees to obtain their Class A ~~or B~~ licenses and/or X endorsement. Such training will be provided on County time on an individual, as needed basis by County staff. The length of training will be by mutual agreement of the employee and supervisor, not to exceed (32) total training hours.
- E. Current employees will be permitted to take physical exams, practice and take licensing test for their class A ~~or B~~ licenses and X endorsements during working hours at their regular rate of pay.
- F. The County will provide visible identification on all vehicles, which require other than a Class C license to operate, indicating what type of license and endorsement is required to operate the vehicle.

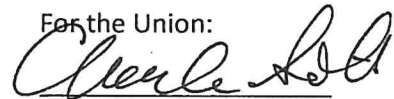
For the County:



Mark Love

Chief Spokesperson

For the Union:



Charlie Solt

Chief Spokesperson

County Proposal # _____

Date and Time: _____

7/12/19

10:23 AM

Solano County to Local 39

Section 8.6 – Fire Life Safety Certificate

The parties acknowledge that presently one represented bargaining unit member possesses a Fire Life Safety Certificate and that the County finds it advantageous for an employee to possess this certificate. The County agrees to pay the cost for one (1) employee's Fire Life Safety certification (or recertification) on each occasion that (re)certification is required; however, the County is not obligated to pay any certificate cost when at least one represented bargaining unit member possesses the Fire Life Safety Certificate.

County:

Mark Love

Mark Love, Chief Spokesperson

Date:

07/30/2019

Union:

Charlie Solt

Charlie Solt, Chief Spokesperson

Date:

7/30/19

International Union of Operating Engineers
Stationary Engineers Local 39
and
County of Solano

Date 6/17/19

10:33 AM

Union Proposal#: 1

ARTICLE 8 – INCENTIVES AND DIFFERENTIALS

8.8 Qualified Applicators Certificate (QAC) Incentive Pay

Employees in the classes of Groundskeeper, ^{Park} Ranger, ^{Assistant} ~~Assistant~~ Park Ranger, ^{Assistant} Public Works Maintenance Worker, and Public Works Maintenance Worker (Senior) who possess a State of California Qualified Applicators Certificate who are regularly assigned duties consistent with the use of such certification will receive a 1.5% pay differential for possession of such certificate.

CS MC Assistant

For incentive pay to continue, the employee must continuously maintain a valid certification.

TENTATIVE AGREEMENT

For the County of Solano:

For Local 39:

[Signature]
Date 08/07/2019

[Signature]
Date 8/7/19

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

Date and Time: 7/20/19
1:08pm

County Counterproposal to Union Proposal #9

8.11 Equipment Mechanics Incentive Pay

- A. Employees in the class of Equipment Mechanic will become eligible for incentive pay up to a maximum of 4% for Automotive Service Excellence (ASE) certification as listed below. Eligibility will be determined upon submission of evidence of the certification to the appointing authority.

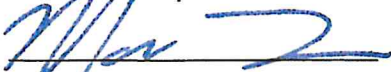
Automotive Service Excellence (ASE) Certification Incentive pay shall be paid at the rate of 0.5% for each category listed below, up to a maximum of 4%.

- o Engine Repair (Test A1)
- o Automatic Transmission/Transaxle (Test A2)
- o Manual Drive Train and Axles (Test A3)
- o Suspension and Steering (Test A4)
- o Brakes (Test A5)
- o Electrical/Electronic Systems (Test A6)
- o Heating and Air Conditioning (Test A7)
- o Engine Performance (Test A8)
- o Diesel Engines (Test T2)
- o Drive Trains (Test T3)
- o Brakes (Test T4)
- o Suspension and Steering (Test T5)
- o Electrical/Electronic Systems (Test T6)
- o Heating, Ventilation, and Air Conditioning (Test T7)
- o Preventive Maintenance and Inspection (Test T8)
- o Electronic Diesel Engine Diagnosis Specialist (Test L2)

For the incentive pay to continue, the employee must continuously maintain valid certification.

- B. One (1) Equipment Mechanic, at the discretion of the appointing authority, shall be eligible for incentive pay of 0.5%. Eligibility will be determined upon submission of evidence of a valid welding certification to the appointing authority. For the incentive pay to continue, the employee must continuously maintain a valid certification.

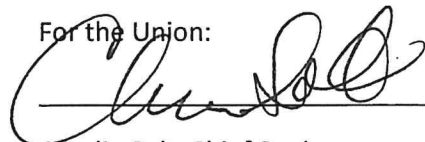
For the County:



Mark Love, Chief Spokesperson

07/20/19

For the Union:



Charlie Solt, Chief Spokesperson

7-30-19

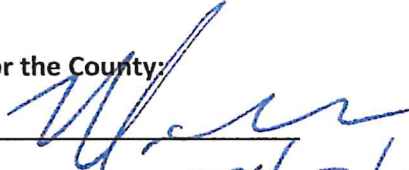
Date and Time: _____

County Counterproposal to Union Proposal 16

8.12 Jail Differential

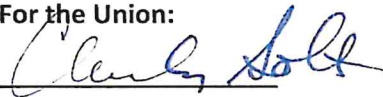
Employees in the Building Trades Mechanic series and Stationary Engineers Series assigned to a County adult detention facility/jail (namely: Stanton Correctional Facility, Claybank Detention Facility, Justice Center Detention Facility and Rourk Vocational Training Center) will receive a 2.5% pay differential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

For the County:



Mark Love
08/07/2019
Chief Spokesperson

For the Union:



Charlie Solt
Chief Spokesperson

Date and Time: _____

County Counterproposal to Union Proposal # 8

14. HOLIDAYS

A. Eligibility

1. Only permanent, probationary and limited-term employees shall be eligible for paid holidays.
2. An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.
3. An employee who is terminating his/her employment for reasons other than paid County retirement may not use annual leave, sick leave or comp time on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.
4. A part-time employee shall receive those paid holidays on the same basis as his/her basic workweek relates to forty (40) hours, regardless of work schedule.

B. Fixed Paid Holidays

January 1st	New Year's day
Third Monday in January	Martin Luther King's Birthday
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veterans' Day
Thanksgiving Day	Traditional, as designated by the President
Day after Thanksgiving Day	Day After Thanksgiving
December 25th	Christmas Day

When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

Effective January 1, 2020 the fixed paid holidays in 14.C.1 shall be amended by adding:

December 24th Christmas Eve Day (beginning at 1:00 p.m.)

December 31st New Year's Eve Day (beginning at 1:00 p.m.)

In accordance with County Code Section 2-01, the County's normal business hours are 8:00 a.m. to 5:00 p.m. As the normal workday is eight (8) hours and a normal meal period is one (1) hour, the County's anticipated meal period is from 12:00 p.m. to 1:00 p.m. which is unpaid. On these dates, employees who are scheduled to work, shall receive and shall use 4 hours of holiday pay, and shall work the balance of their regularly scheduled work shift.

C. Other Paid Holidays

1. ~~One (1) paid floating holiday in each calendar year. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or his/her designee. The holiday may be taken at any time during the calendar year, but must be taken within the calendar year.~~

Two (2) paid floating holidays in each calendar year. The timing of the employee's use of the floating holiday shall be subject to advanced approval of the Department Head or his/her designee. The holiday may be taken at any time during the calendar year, but must be taken within the calendar year.

2. Special or limited holidays appointed by the President or Governor.
3. Such other days in lieu of holidays as the Board of Supervisors may determine.

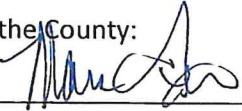
D. Holiday Compensation

1. Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek shall be entitled to holiday compensatory time off for the time actually worked. A full-time employee whose regularly scheduled day off, falls on a paid holiday, shall be entitled to eight (8) hours of holiday compensatory time. A full-time employee

whose regularly scheduled day off falls on a partial paid holiday shall be entitled to four (4) hours of holiday compensatory time off. Departments shall make every effort to schedule the time off within the fiscal year it was accrued.

2. Holiday CTO shall be transferred to an employee's regular overtime CTO balance in lieu of pay provided the combined CTO and holiday overtime does not exceed eighty (80) hours as provided in **Section 20.2(C)(6)** of this Memorandum of Understanding.
3. Holiday CTO time taken shall be counted as time worked for purposes of overtime computation.

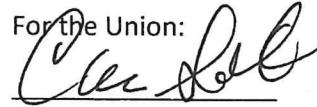
For the County:



Mark Love

Chief Negotiator

For the Union:



Charlie Solt

Chief Negotiator

7/30/19

Formatting
subject to change

COUNTY PROPOSAL Adjustment Board Language

DATE & TIME _____

**Amendment to the Memorandum of Understanding
Between
The County of Solano and
Skilled Craft and Service Maintenance Stationary Engineers, Local 39**

18.4 Disciplinary Action Appeal Process – Not to the Civil Service Commission

B. ~~Appeal to an Adjustment Board~~ Mediation

Disciplinary actions which have been investigated by the Director of Human Resources may be appealed to an ~~Adjustment Board~~ mediation within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. ~~The Adjustment Board~~ Mediation will be convened within ninety (90) calendar days of receipt of the timely request for an ~~Adjustment Board~~ mediation. ~~The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.~~

The mediator shall be selected by mutual agreement from the State Conciliation Service.

~~The recommendation of the Adjustment Board shall be advisory only.~~

~~The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.~~

~~The Adjustment Board's recommendation shall neither be made public nor be introduced into any other disciplinary action step by either party.~~

~~If no recommendation is issued or the Union does not agree with the recommendation of the Adjustment Board, the Union may advance the appeal to arbitration, as provided below.~~

18.5 Appeal to Arbitration

If the disciplinary action appeal is not resolved in the appeal to mediation, ~~t~~The Union may require that the appeal be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources or his/her designee.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the



Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration must be made in writing within twenty-one (21) calendar days following ~~the recommendation of the Adjustment Board~~ mediation.

18.6 Disciplinary Action Appeal Timelines

Failure of the employee or the employee's representative to adhere to the timelines contained in this article shall be considered an abandonment of his/her appeal. Failure of the County to adhere to the timelines contained in this article shall allow the employee, or the employee's representative, to pursue his/her grievance to the next higher step.

18.7 Scope of Disciplinary Action ~~Appeal Adjustment~~ Board and Arbitration Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. ~~No adjustment board and no arbitrator shall hear, make recommendations on or decide any disciplinary appeal unless it falls within the scope of discipline that is subject to appeal as set forth in section 18.3, Disciplinary Action Appeal Process, of this Memorandum of Understanding.~~
- C. No proposal to add to, modify, amend or terminate this Memorandum of Understanding may be referred to or be a subject of ~~an adjustment board or~~ arbitration. ~~No adjustment board or~~ arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources or his/her designee at the Director's appellate level, or the parties at any step of the appeal process, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

19.3 Grievance Steps

Step 4. ~~Adjustment Board~~ Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the moving party shall have twenty-one (21) calendar days to request in writing that the grievant be scheduled for an ~~Adjustment Board~~ mediation.

~~The Adjustment Board~~ Mediation will be convened within ninety (90) calendar days of receipt of the timely request for an ~~Adjustment Board~~ mediation. ~~The Adjustment Board shall be comprised of a mediator from the State Mediation Service, one (1) Union representative and one (1) representative of the County.~~

The mediator shall be selected by mutual agreement from the State Conciliation Service.

~~The recommendation of the Adjustment Board shall be advisory only.~~

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~~The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.~~

~~The Adjustment Board's recommendation shall neither be made public nor be introduced into any other grievance level by the other party.~~

~~If no opinion is issued or either party does not agree with the recommendation of the Adjustment Board, either party may appeal the recommendation of the Adjustment Board to arbitration.~~

Step 5. Arbitration

If the grievance is not resolved at Step 4, either the Union may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Director of Human Resources.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators.

After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. The request for arbitration shall be made in writing within twenty-one (21) calendar days following the ~~recommendation of the Adjustment Board~~ completion of mediation.

19.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~Adjustment Board or arbitration~~ proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

19.7 County Code and Civil Service Commission

- D. If any award by an ~~Adjustment Board or arbitrator~~ requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

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CRS

County:

Mark Love

Mark Love, Chief Spokesperson

Date: 7/30/19

Union:

Charlie Solt

Charlie Solt, Chief Spokesperson

Date: 7-30-19

C

11:43am
7/30/19

Date and Time: _____

County Counterproposal to Union Proposal #4

Article 20 – Hours of Work and Overtime

A.
D.
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CS

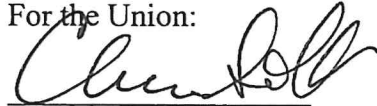
~~Equal~~ Distribution of Overtime

1. Scheduled overtime shall be distributed fairly among eustodial represented employees in the Department of General Services insofar as operational circumstances permit.
2. Overtime usage reports will be provided to the union on a quarterly basis.

For the County:


Mark Love
Chief Spokesperson

For the Union:


Charlie Solt
Chief Spokesperson

10:14 AM
6/24/19

County Counter Proposal to Union Proposal #7

Date and Time: _____

22.6 Joint Labor Management Committee on Custodial Workload

In order to improve labor management relations between custodial management and staff, the parties agree to convene a Joint Labor Management Committee. The committee shall sunset on the last day of the ~~2017-2019~~ 2019-2022 Memorandum of Understanding. The County and the Union shall each be entitled to a maximum of four (4) representatives. The County and the Union shall select their own representatives. The Union shall endeavor to select committee members from different worksites. Management reserves the right to deny release requests for committee members to attend based on operational needs. Upon mutual agreement, subject matter experts may be invited to attend the meetings. Committee members and employee subject matter experts shall serve without loss of compensation during the committee members' and employee subject matter experts' regularly scheduled work hours.

The Committee shall meet at a minimum of at least once per quarter, unless waived/cancelled by mutual agreement. The parties shall endeavor to agree on an agenda for each meeting at least one week in advance.

The committee shall discuss and make recommendations on the following custodial matters:

1. Workload
2. Staffing
3. Training
4. Rotation of Assignments
5. Shift Changes

Any recommendations for changes within the scope of representation will be referred to the formal meet and confer process at the union's request.

The purpose of the committee is to provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments.

This article is advisory only. The Committee will not discuss issues related to discipline, grievances, individual performance issues or current negotiations.

County:



Mark Love, Chief Spokesperson

Date:

07/20/19

Union:



Charlie Solt, Chief Spokesperson

Date:

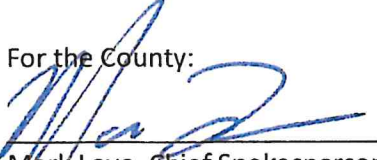
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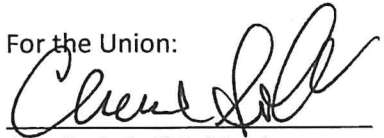
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County Counter Proposal to Unit 10, Proposal #15

APPENDIX B. SALARY SCHEDULE

1. The present approximate monthly pay rate for the represented classifications are:
<Insert Table>
- ~~2. Effective the beginning of the first pay period following Board of Supervisors' adoption of the collective bargaining agreement, the base wage rates set forth in this Appendix B, paragraph 1 above, will increase by four percent (4.0%) of the base wage rates in effect the day before such increase takes effect.~~
- ~~3. Effective with pay period 14 of 2018 (presently payable on July 6, 2018), all active employees shall receive a one time lump sum payment equivalent to eight (8) hours of base pay, with said payment not subject to CalPERS reporting of benefits.~~
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, the base wages rates set forth in this Appendix B, paragraph 1 above, will increase by three (3%) 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 (3%) 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 two percent (2%) 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.

For the County:

Mark Love, Chief Spokesperson
07/29/19
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For the Union:

Charlie Solt Chief Spokesperson
7-30-19

**Unit 10 – Skilled Craft & Service Maintenance
Stationary Engineers, Local 39**

COUNTY PROPOSAL 2

Side Letter Agreement
Between the County of Solano and
Stationary Engineers, Local 39

This will confirm an understanding reached between the County of Solano (hereinafter referred to as the "County") and Stationary Engineers, Local 39 (hereinafter referred to as the "Union"), representing Unit 10 – Skilled Craft and Service Maintenance. Collectively, County and Union are hereinafter referred to as "the parties."

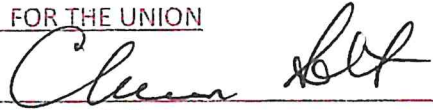
To encourage the early settlement of the successor collective bargaining agreement, upon the County's receipt of the signed, ratified Memorandum of Understanding, employees as of December 29, 2019 shall receive the following lump sum payment included with the January 17, 2020 paycheck:

- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources on or before September 12, 2019, then employees shall receive a lump sum payment of nine hundred dollars (\$900)
- If the Union returns the signed, ratified Memorandum of Understanding to the Director of Human Resources after September 12, 2019, but on or before September 26, 2019, 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 26, 2019, but on or before October 10, 2019, 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 10, 2019 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 his/her full-time equivalence.

FOR THE COUNTY

FOR THE UNION

Marc A. Fox
Director of Human Resources



Charlie Solt
Business Representative

Dated: 07/30/2019

COUNTY:


Mark Love, Chief Spokesperson

Stationary Engineers, Local 39:


Charlie Solt, Chief Spokesperson