

## Web Posting Transmittal Sheet

Meeting Date: 7/30/19

✓	BU #	NAME OF UNIT
	6	Health and Welfare Supervisors <i>SHAPE</i>
<input checked="" type="checkbox"/>	10	Skilled Craft and Service Maintenance <i>Stationary Engineers, Local 39</i>
	3	Law Enforcement Employees
	4	Law Enforcement Supervisors <i>Deputy Sheriff's Association</i>
	12	Probation Employees
	15	Probation Supervisors <i>Probation Peace Officer Association</i>
	13	Correctional Officers <i>Sheriff's Custody Association</i>
	14	Correctional Supervisors <i>Teamsters, Local 856</i>
	17	Law Enforcement Management
	18	Law Enforcement Management <i>Law Enforcement Management Association</i>
	2	Nurses
	7	Regulatory, Technical and General Services
	9	Clerical Employees
	5	Health and Welfare Service Employees
	8	General Services Supervisors
	82	EH Nurses
	87	EH Regulatory, Technical, & General Services
	89	EH Clerical Employees
	90	EH Probation Employees <i>SEIU</i>
	1	Attorneys <i>Teamsters. Local 150</i>
	11	Psychiatrists, Physicians and Dentists <i>Union of American Physicians &amp; Dentists</i>
	16	Mid Management <i>AMMPS</i>
	19	Executive and Senior Management <i>Professional &amp; Technical Engineers, Local 21</i>

- ☒ County Proposal(s) to Union  
☐ Union Proposal(s) to County

Proposal(s) attached.

Date and Time: \_\_\_\_\_

7/30/19  
3:37pm

## County Counterproposal to Union Proposal

### 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:

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Mark Love

Chief Spokesperson

For the Union:

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Charlie Solt

Chief Spokesperson

Date and Time: \_\_\_\_\_

County Counterproposal to Union Proposal #

3:30pm  
7/30/19

## 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  
Third Monday in January  
February 12th  
Third Monday in February  
Last Monday in May  
July 4th  
First Monday in September  
Second Monday in October  
November 11th  
Thanksgiving Day  
Day after Thanksgiving Day  
December 25th

New Year's day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Traditional, as designated by the President  
Day After Thanksgiving  
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:

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Mark Love

Chief Negotiator

For the Union:

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Charlie Solt

Chief Negotiator

COUNTY PROPOSAL Union Security and Rights

DATE & TIME \_\_\_\_\_

3:31pm  
7/30/19

**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~~

~~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.~~



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:

\_\_\_\_\_

Mark Love, Chief Spokesperson

Date: \_\_\_\_\_

Union:

\_\_\_\_\_

Charlie Solt, Chief Spokesperson

Date: \_\_\_\_\_



7/30/19 12:15pm

The Board of Supervisors authorizes the County Administrator to determine which positions within these 24 hour facilities/units cannot be subject to furlough leave due to the need to provide services that are necessary to the protection of public health, safety and welfare.

17.4 Paid if Required to Work

Employees who are subject to this provision but are required to work on days County facilities/operations are closed pursuant to this provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time shall be taken on another day as determined by the appointing authority.

17.5 Furlough Day on Scheduled Day Off

Employees whose normal day off falls on a furlough day will not be paid for that day. Their deferred time shall be taken on another day as determined by the appointing authority.

17.6 Impact of Furlough on Benefits

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of facility/operations closure. Income tax and social security will be based on actual pay.

17.7 Impact of Furlough on Holidays

If a day of facilities/operations closure is on a Friday preceding a Saturday holiday, employees will receive up to eight (8) holiday CTO hours which may be taken on another day.

17.8 Treatment of Deferred Hours at the End of the Fiscal year

Employees who have an accrued balance of deferred hours at the end of the fiscal year may take such time during the next fiscal year.

17.9 Terminating Employees

Employees who terminate employment will be paid for any accrued deferred hours at their normal rate of pay.

17.10 Effects of Furlough

Effects of this provision on pay, benefits integration, modified workweeks, time bases and other terms and conditions of employment are described on Appendix "E" for described situations. Appendix "E" is incorporated herein as an expressed term of this article.

**18. DISCIPLINARY ACTION**

### 18.1 Discipline Defined

Discipline means dismissal, demotion, suspension, reduction of salary within range, or a formal written reprimand which is filed in the employee's personnel history file in the Human Resources Department.

### 18.2 Disciplinary Action Procedure

The appointing authority proposing that disciplinary action be taken, shall provide the employee with written notice of the proposed action which must include:

- A. A description of the proposed action to be taken;
- B. The effective date or dates of the proposed action which must be at least ten (10) calendar days after notice is received by the employee;
- C. A clear and concise statement of the reasons for the proposed action;
- D. A statement that a copy of the materials upon which the action is based are either attached or available for inspection by the employee or the employee's representative; and,
- E. A statement advising the employee of the right to respond to the charges within ten (10) calendar days either verbally or in writing to the appointing authority proposing the action prior to its effective date. Failure of the employee to respond will constitute a waiver of the right to respond.

If the employee elects to respond in person, a meeting shall be scheduled with the department head or his or her designee. The employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of his or her choosing at the meeting.

The appointing authority may amend, modify or revoke any or all of the charges or proposed disciplinary action.

### 18.3 Disciplinary Action Appeal Process – Appeal to the Civil Service Commission

An employee may either appeal such dismissal, suspension, demotion or reduction of salary to the Civil Service Commission or file an appeal as defined below. Appeal to the Civil Service Commission, must be filed in writing within ten (10) calendar days of the decision of the appointing authority. An employee may not both appeal to the Civil Service Commission and file an appeal under this Disciplinary Action Appeal Process.

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

- A. Appeal to the Director of Human Resources

Disciplinary actions may be appealed by the employee or his or her union representative to the Director of Human Resources within fifteen (15) calendar days of the date the Notice of Discipline is provided to the employee. The Director of Human Resources shall have twenty-one (21) calendar days to investigate the issues, meet with the employee who has appealed and attempt to reach a satisfactory resolution. No disciplinary action appeal may be processed under additional disciplinary action appeal steps which has not first been filed and investigated in accordance with this step.

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

Disciplinary actions which have been investigated ~~by the Director of Human Resources~~ *Mediation* may be appealed to an ~~Adjustment Board~~ within twenty-one (21) calendar days of the date the Director of Human Resources' decision is provided to the employee. ~~The Adjustment Board will be convened within ninety (90) calendar days of receipt of the timely request for an Adjustment Board. 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.~~ *Mediation*

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 you want*  
~~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

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

*If the discipline is not resolved in 18.4B*

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. GRIEVANCES**

#### 19.1 Grievance Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Grievances must be filed within ten (10) calendar days of the grievable incident or occurrence.

#### 19.2 Grievance Purpose

The purposes of this procedure are:

- A. To resolve disputes informally at the lowest possible levels;
- B. To provide an orderly and prompt procedure for resolving disputes which arise regarding the interpretation of the Memorandum of Understanding;
- C. To encourage communication between employees, the union, and County representatives;
- D. To determine and correct, if possible, the causes of grievance disputes.

### 19.3 Grievance Steps

#### **Step 1. Informal Discussion**

Any employee who believes that he/she has a grievance shall discuss his/her complaint with his/her immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall have ten (10) calendar days from the date of the informal discussion to verbally respond to the employee.

#### **Step 2. Department Head and/or the Designated Representative**

The employee has ten (10) calendar days from the management official's verbal response if it does not resolve the grievance, or ten (10) calendar days from the date of the informal discussion with the management official, whichever comes later, to file the grievance in writing with the department head or his/her designee. The department head or his/her designated representative will meet with the grievant and his/her Union representative and shall provide a written response to the grievance within twenty-one (21) calendar days of having received it.

If the grievance is not resolved within the department, the employee or the union shall have the right to appeal the grievance to the Human Resources Director, in writing, within fifteen (15) calendar days of the response made at Step 2. Notwithstanding this procedure, all complaints involving or concerning the payment of compensation shall be in writing to the Director of Human Resources or his/her designee with a copy to the department head. A grievance shall be initiated in writing on the Solano County Grievance Form.

#### **Step 3. Director of Human Resources**

Any employee or any official of the Union may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Human Resources Director shall have twenty-one (21) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step



4 or 5 below which has not first been filed and investigated in accordance with Step 3. A grievance shall be initiated in writing on the Solano County Grievance Form.

#### 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~~ will be convened within ninety (90) calendar days of receipt of the timely request ~~for an Adjustment Board~~. ~~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 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, 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*

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#### 19.4 Grievance Timelines

Failure of the grievant to adhere to the timelines contained in this article shall be considered an abandonment of his/her grievance. Failure of the County to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

#### 19.5 Scope of Grievance Decisions

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit unless such dispute falls within the definition of a grievance
- C. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

#### 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

- A. The provisions of the Grievance Procedure shall not abridge any rights to which an employee may be entitled under the County Code, nor shall it be administered in a manner which would abrogate any power which, under the County Code, may be within the sole province and discretion of the Civil Service Commission.
- B. All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Code requires that a differing option be available to the employee, no action under **subsection 19.3** above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- C. No action under **subsection 19.3** above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the 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.
- E. Should an employee elect to appeal a disciplinary matter either through arbitration or the civil service commission; they shall be barred from electing the other appeal option for a period of three (3) years.

## **20. HOURS OF WORK AND OVERTIME**

### **20.1 Hours of Work**

#### **A. Work Day**

Except as may be otherwise provided by order of the Board of Supervisors, eight (8) to ten (10) hours of work shall constitute a day's work for all permanent, probationary full-time employees. Unless otherwise determined by the Department, each work day shall include a lunch period of not less than thirty (30) minutes to be taken approximately mid-point during the work day. The lunch period shall not be considered part of the eight (8) to ten (10) hours of work, except in twenty-four (24) hour facilities where the employee continues to work during the lunch period.

#### **B. Workweek**

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) work days of eight (8) hours work each. However, department heads may establish workweek schedules which differ from the normal schedule, upon recommendation of the County Administrator and approval by the

3. 35pm

COUNTY PROPOSAL Adjustment Board Language

7/30/19

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, 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.~~



~~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.

**County:**

\_\_\_\_\_

Mark Love, Chief Spokesperson

Date: \_\_\_\_\_

**Union:**

\_\_\_\_\_

Charlie Solt, Chief Spokesperson

Date: \_\_\_\_\_

11:43am  
7/30/19

Date and Time: \_\_\_\_\_

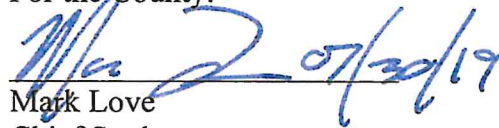
County Counterproposal to Union Proposal #4

Article 20 – Hours of Work and Overtime

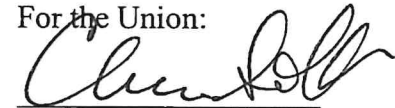
A. ~~Equal~~ Distribution of Overtime

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

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

Chief Spokesperson

For the Union:

  
Charlie Solt

Chief Spokesperson