

**IUOE - Stationary Engineers, Local 39
and
County of Solano**

2022 Contract Negotiations

Tentative Agreement

3. UNION SECURITY AND RIGHTS

3.1 Union Dues

- A. The parties to this Memorandum of Understanding mutually understand and agree all employees subject to this agreement have the right to join or ~~not to~~ join the Union. Any Unit employees 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.

3.8 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. If the Union Representative confirms its attendance at a New Employee Orientation meeting that is being conducted in-person, this provision shall relieve the County from any other provision requiring the County to distribute Union materials.
- B. ~~Alternatively, t~~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) 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~~ six (56) 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~~ six (56) representatives, twice annually during the months of January and July.
 3. 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.

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4. 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~~-~~their~~ 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~~8.A above.
5. 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.
6. 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
7. 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.
8. 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.
9. 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 ~~9:45~~~~11:30~~a.m.-~~9:30~~~~12:00~~p.m., and ~~s/he~~~~they~~ arrives at ~~9:20~~~~11:35~~a.m., the Union representative shall have from ~~9:20~~~~11:35~~a.m. - ~~9:30~~~~12:00~~p.m. to present. If the Union representative arrives at ~~9:35~~~~12:05~~p.m., ~~s/he~~~~the~~ representative will have waived their opportunity to present to the group. No additional time or rescheduling will be afforded.
10. 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.~~
11. The Union may discuss the following Union related topics during the new employee orientation, including but not limited to:

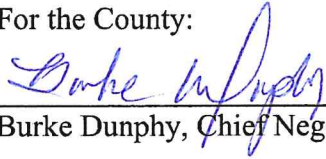
Initials: County  Union  Date: 8/8/27

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- 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.
12. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
13. The provisions above in this Section shall not be subject to the arbitration procedure.

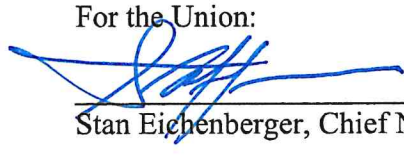
The County and the Union reached tentative agreement on Thursday, August 4, 2022.

For the County:



Burke Dunphy, Chief Negotiator

For the Union:



Stan Eichenberger, Chief Negotiator

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