

**Side Letter Agreement
Between
The County of Solano and Service Employees International Union Local 1021
Concerning New Employee In-Person Orientations**

This will confirm understandings reached between the County of Solano, hereinafter referred to as the County, and the Service Employees International Union, Local 1021, hereinafter referred to as the Union, representing Units #2, 7, 9, 5, 8, 82, 87, 89 and 90.

The following language from Section 3.2.J of the Memorandum of Understanding (MOU) for Units 2, 7, and 9, is superseded by this side letter:

“The County shall notify the Union of new hire orientation dates and agrees to make Union provided information available to newly hired SEIU represented employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.”

The following language from Section 3.2.H of the MOU for Unit 5 is superseded by this side letter:

“The County shall notify the Union of new hire orientation dates and agrees to make Union provided information available to newly hired SEIU represented employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.”

The following language from Section 3.1.M of the MOU for Unit 8 is superseded by this side letter:

“The County shall notify the Union of new hire orientation dates and agrees to make Union provided information available to newly hired SEIU represented employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.”

The MOU for Units 82, 87, 89, and 90 does not include comparable language to the above that needs to be superseded.

The language below describes understandings that will be effective upon the effective date of this side letter. In addition, the representatives of the parties intend that the language below will be: added to Section 3.2.J for the 2, 7, 9 MOU; added to Section 3.2.H for the Unit 5 MOU; added to Section 3.1.M for the Unit 8 MOU; and added as new Section 3.I for the 82, 87, 89, 90 MOU (new language):

Human Resources New Employee Orientation

1. The County agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s) as part of the Mandatory New Employee Orientation.

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The County shall inform the newly hired employee in advance that participation in the New Employee Orientation is mandatory. A meeting agenda for each Orientation will be emailed to the Union representative ten (10) days in advance of the meeting.

2. Up to two representative(s)/designees of the Union shall be provided an opportunity to present to employees at the New Employee Orientation, for no more than 30 minutes. Employees will not suffer a loss in compensation for such time.
3. A newly hired employee who does not attend the Orientation shall be required to attend a mandatory make up session during the next County Employee Orientation.
4. Union designee(s) shall conduct the sessions covered under this Agreement. The Union's representatives will be a Union staff member, the Union President, the Union Vice President or a member designated on the "New Employee Orientation Representative list." This list is composed of a maximum twenty (20) representatives across all SEIU bargaining units who are eligible for release time to attend the Union's presentation at New Employee Orientation. The Union will provide the list to the County by the end of the 30th calendar day following the effective date of this side letter. The Union may remove and add names, without exceeding twenty (20) representatives, twice annually during the months of July and December.
5. The County shall advise the employee organization of the dates and times at which the Union Representative can present to employees covered by their bargaining unit. Such notice shall be provided at the earliest opportunity but no later than ten (10) days before the scheduled orientation. The County shall electronically send to the Union at least forty-eight (48) hours in advance of a New Employee Orientation a list of expected participants. Individuals not on the list and who show up for New Employee Orientation may be denied entrance by Human Resources to that particular New Employee Orientation meeting.
6. The County shall grant release time to two Union designee(s), which shall include reasonable time for travel and set up without loss in compensation to conduct any sessions for new employee orientation. The Union shall provide the names of the representative(s) who are requested for release time for the Union's presentation at New Employee Orientation to the County at least forty-eight (48) prior to the scheduled New Employee Orientation.
7. 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

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scheduled to present from 9:00a.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. However, if the Union representative is unable to make the schedule time, the County agrees to make Union provided information available to newly hired employees, as long as no information pertaining to either local or partisan elections is included in the Union provided information.

8. If the Union representative(s) 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.
9. The County will provide the Union an environment for the Union's presentation that is as reasonably free from distractions and conducive to presentation as the environment in which the County portion of the agenda occurs. If multiple Unions attend HR's New Employee Orientation, each Union 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.
10. The County will not observe or disturb the Union presentation.
11. The Union agrees to not disparage the County and/or its supervisors or management during this meeting.
12. The County and Union agree that this Agreement shall be subject to all relevant sections of the MOU, including, but not limited to, the grievance procedure.
13. This Side Letter shall be dated and become effective upon full execution by both parties.

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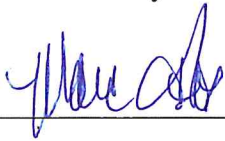
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14. The County will provide the Union with information pursuant to AB 119 and MOU sections 3.2.F.1 (Units #2, 7, 9), 3.2.E (Unit #5), 3.1.I (Unit # 8), and 3.E.1 (Units #82, 87, 89 and 90).

For the County



Marc Fox, Director of Human Resources

Date: 5/2/18

For the Union



Timothy Gonzales, Field Director

Date: 5/2/18