

7/21/21

**TENTATIVE AGREEMENT
SETTLEMENT PACKAGE PROPOSAL**

**COUNTY PROPOSAL
TO THE
SERVICE EMPLOYEE'S INTERNATIONAL UNION- LOCAL 521**

This is a settlement package proposal, for settlement purposes only, and contingent upon membership ratification on or before 12:00 pm on September 7, 2021. If SEIU does not ratify this package proposal, County reserves the right and will revert back to its 6/30/21 proposal.

As an incentive to reach agreement and in recognition of a ratification vote, the County will provide a one-time advanced payment in the gross amount of \$1,500 the first full pay period following Board approval of the MOU to SEIU members who are employed at such time, who have not already received such a one-time payment in 2021 from the County, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic.

1. Article 43 Term

Term of MOU: July 1, 2021 - June 30, 2023.

2. Article 24 Employee Benefit Plan

Increase the County's contribution from \$210 to ~~\$235~~ \$260 (additional ~~\$25~~ \$50. per pay period for 24 pay periods) for employees selecting Employee plus Family coverage level, commencing with the 202~~2~~3 health plan year.

For plan years 2022 and 2023, employees participating in the Health Plan that have, on the effective date of the premium change, a benefit amount that is less than the premium charged for the \$750 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage, will have that benefit amount increased to an amount sufficient to pay for the 2022 and 2023 premiums charged for the \$750 deductible employee-only medical, dental, vision, and \$10,000 life insurance coverage. The increase to the benefit amount will coincide with the premium increase for health plan years 2022 and 2023.

All other Article language to remain the same.

3. Article 64 Salary Increase

A salary increase of 23% for all classifications in the unit beginning the first full pay period following approval by the Board of Supervisors, effective no sooner than July 4, 2021.

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A salary increase of 1% for all classifications in the unit effective July 3, 2022.

4. Article 69 Deferred Compensation

The County will contribute up to \$1,500 ~~annually~~ **in a calendar year** to an employee's Deferred Compensation Plan. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan the County will contribute .25 cents to the plan) up to a maximum County contribution of \$1,500 in a calendar year, effective January 1, 2020 ~~for plan years 2021 and 2022~~. **For plan year 2021, any contributions already made by the County in 2021 shall be counted towards the \$1,500 maximum County contribution.**

The County will contribute up to \$1,750 in a calendar year to an employee's Deferred Compensation Plan, commencing January 1, 2022~~3~~. The County will contribute 25% of the amount that the employee contributes to the plan (for each \$1.00 that the employee contributes to the plan the County will contribute .25 cents to the plan) up to a maximum County contribution of \$1,750 in a calendar year.

5. Article 40 Overtime

B) The following shall apply to all classifications in Units 1, 2, 3, 6, and 7:

- 1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.
- 2) Except as otherwise provided by the Board, compensation for qualifying overtime work for FLSA non-exempt employees shall be in the form of compensatory time off (CTO), at the rate of one and one half (1.5) hours of CTO added to the employee's bank for each one (1) hour of overtime worked, unless an employee has accumulated sixty (60) hours of CTO. When an employee uses CTO, it shall be paid out at the employee's regular rate of pay.
- 3) Qualifying overtime worked when an employee has a CTO balance of sixty (60) or more hours shall be compensated by cash payment at the overtime rate.
- 4) Joint employment that creates an overtime liability for the County is prohibited without permission from the Board.
- 5) Should the term of this MOU expire without a successor MOU, it is the intent of the parties that the CTO provisions of this article shall continue until modified by mutual agreement through meet and confer.
- 6) The department may not require an employee to use accrued CTO time. The department may request that an employee use CTO in lieu of vacation when the employee's vacation balance is less than 280 hours. The Department may request that an employee submit a plan for reducing his/her CTO balance.
- 7) Except in an emergency as determined by the Department Head, time off assigned within a normal week will be scheduled in conjunction with the employee's regular days off. This MOU shall not preclude the Department Head from agreeing to allow the

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employee to utilize the time off during the normal work week on a day(s) which are not in conjunction with the employee's normal days off.

~~C) The following shall apply to all classifications in Unit #2.~~

~~Overtime shall be governed by the non-discrimination (Article 9), the seniority provisions (Article 17), Personnel Rule 4.3, and by the following:~~

- ~~1) The County and its employees will comply with all provisions of the Federal Fair Labor Standards Act (FLSA) including the Amendments of 1985.~~
- ~~2) Overtime hours shall be paid in cash compensation at the overtime rate for all hours worked in excess of forty (40) hours in the designated work week, unless an employee has completed a Compensatory Time Off (CTO) Form which authorizes payment for overtime hours in the form of banking one and one half (1.5) hours of CTO for each hour actually worked in excess of forty (40) hours in the designated 7-day work period.~~
- ~~3) Joint employment that creates an overtime liability for the County is prohibited without permission from the Board.~~

6. Compaction proposal relative to minimum wage increases. SEIU proposes that County withdraw this item and agree to reopen within two weeks of execution of this TA, with dates already set of September 9, 16, and 23 at 3:00 pm since time is of the essence. County agrees.

County proposes consolidation of job classes in response to minimum wage increasing to \$15/hr effective 1/1/22, with implementation date of 12/19/21. Job classification revisions to be handled as done previously by the County, following successor MOU negotiations.

7. MOU Clean-Ups and Clarifications

Please see attached MOU with strikethrough for deletions and red lettering that denotes additional language. Include in clean up moving CSS side letter into MOU with following modification: *It shall not be the responsibility of Child Support Specialist III's (SA's) to discipline or formally evaluate other Child Support Specialists. SA's may provide feedback related to the performance of other SA's to supervisors.*

// END

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COUNTY COUNTER PROPOSALS
TO
SEIU PROPOSALS

7/21/21

SEIU Proposal #1
Article 6 Employee Organization Time Off
Meetings with Management

The Human Resources and Development Department (HRD) will represent the County in all meetings between Union Employee Representatives and the County addressing labor-management issues except when the Human Resources Director delegates such representation to departmental representatives. When a meeting is with the Human Resources Department, HR&D may ask management representatives of individual departments to attend in order to address issues specific to those Departments. The Union may request through HR&D that management representatives of individual departments attend. Such meetings may be requested by either party, **meeting no more than once per month with a representative employed by SEIU. Any County employee representative release time to attend this meeting shall be subject to approval by a representative with HR&D. and shall be subject to mutual agreement of the parties. The parties shall meet as soon as reasonably practicable, but no more than 20 business days of the request.**

- ~~1. The parties will maintain an eight member Labor Management Committee (up to four from each party) to discuss and attempt to resolve work-related concerns such as workload, staff assignments, facility and travel safety issues, and any other related topics.~~
- ~~2. The Committee shall meet at a mutually agreed upon time, but no more than once per month.~~
- ~~3. The Committee shall not address grievances or meet and confer issues.~~
- ~~4. The Committee shall have no authority to change wages, hours or terms and conditions of the Agreement.~~
- ~~5. Either SEIU or the County will submit agenda items 2 business days prior to the regularly scheduled meetings. If no agenda items are submitted, the meeting may be cancelled by either party.~~

The County and the Union agree that except in emergencies, meetings between the Union and County management will be arranged at least one week in advance and in no case later than two week. HR&D will arrange for the Employee Representatives' release time including a reasonable amount of travel time with affected department management.

The Union shall notify HR&D of the Union Employee Representatives, not to exceed a total of five (5) employees it desires to have released. The Union may also request participation by a management representative from an affected department, if any.

SEIU Proposal #2
ARTICLE 57 HHSA FLEXIBLE DAY SCHEDULING

The ~~HHSA~~ County agrees to allow flexible scheduling for ~~Social Service Workers~~ Employees

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whenever the worker is required to work beyond the normal 5:00 P.M. shift end because of ~~scheduled calls or interviews work~~, **upon approval of the Department Head or designee**. Each unit Supervisor **Department Head or designee** is hereby authorized to do such scheduling, whereby the worker may, whenever possible, offset the additional hours worked by working fewer hours the following day or another day within the work week. In deciding when and if the employee will work fewer hours, the ~~employee's supervisor~~ **Department Head or designee** shall take into consideration any scheduled appointments that the employee may have. If the excess hours are not offset **by flexing time off** within the workweek they shall be treated in accord with the OVERTIME Article. **- TA**

SEIU Proposal #4

ARTICLE 5 COMMUNICATIONS AND WORK ACCESS

Electronic Communications

~~The Union will be provided with the opportunity to communicate with county workers it represents in its various bargaining units through electronic communication provided by the county. The request for communication will be submitted to Human Resources for review in advance of its dissemination. Authorized electronic communications will be sent out to workers within 48 hours of the request being made. Communications will advise members of upcoming meetings, notices and announcements. The Union agrees that notices shall not include encouragement of any job actions against the County; political endorsements or political statements of candidates running for government offices; or any content that would otherwise violate County policy.~~

County Counter

Electronic Communications

The Union shall be able to have one (1) email sent per month, as soon as administratively possible, to all SEIU represented employees. The content of the email shall be approved by HR&D prior to it being sent out to employees.

Communications shall be used to advise members of upcoming meetings, notices and announcements that are consistent with the physical posting rights on bulletin boards. The Union agrees such communications shall not include matter that encourages any job actions against the County; political endorsements; political statements of candidates running for government offices; or any other content that would otherwise violate County policy. Any violations of these terms shall result in the email being denied.

The union acknowledges that there is no expectation of privacy in e-mail communications and that the County may monitor any e-mail on the County's system or infrastructure for compliance with these authorized uses. Additionally, the County is not responsible for ensuring emails are received by email recipients nor are any such issues grievable.

SEIU Proposal #5

ARTICLE 11 EMPLOYEE RIGHT TO REPRESENTATION

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Any represented employee covered by this agreement has a right to representation by the Union at an investigatory interview meeting with a supervisor or the Human Resources Department ~~or with the Human Resources Department on behalf of HHSA which involves disciplinary proceedings.~~ If such a meeting is set, the employee shall be verbally notified of same and their ~~rights~~ right to representation under this section. Represented employees who face a disciplinary meeting will be provided with verbal or written notice of such meeting with no less than (5) five business 3 days notice (the 3 days notice shall not be applicable if the County determines that the matter warrants meeting sooner with the employee) of meeting date and time to secure adequate representation.

SEIU Proposal #6

ARTICLE 13 DISCIPLINARY PROCEDURES

NOTICE OF PROPOSED DISCIPLINE

Employees who are subject to proposed discipline will receive written notice of the intention to discipline (commonly called Skelly Notice). Such notice shall include the reasons for the recommended ed action, the right to have Union representation, and the right to respond in writing or in person. The Ceounty will also provide a copy of the proposed discipline notice to the Union by electronic communication or by U.S. mail within 24 hours as soon as administratively possible after issuance to the employee of the employee receiving written notice for those meetings if the employee was represented by the Union in the Right to Representation meeting process.

13.2 FINAL NOTICE OF DISCIPLINARY ACTION

Following issuance of the decision from the above review, the appointing authority shall prepare a Final Notice of Disciplinary Action which shall include the information provided in the Proposed Notice updated ed and/or adjusted to reflect the results of the ~~about~~ Appointing Authority to review in a manner as prescribed by the Human Resources Director, or shall advise the Human Resources Director that no action will be taken, as appropriate. The notice shall be delivered to the employee, and a copy filed with the Human Resources Director before the effective date. The Ceounty will also provide a copy of the Final Notice of Disciplinary Action notice to the Union by electronic communication or by U.S. mail within 24 hours as soon as administratively possible after issuance to the employee of the employee receiving written notice. if the employee was represented by the Union in the Right to Representation meeting process.

SEIU Proposal #9

ARTICLE 6 EMPLOYEE ORGANIZATION TIME OFF

Employee Organization Time Off

The President, Vice President(s), Officers, Directors, or Stewards; hereafter called Union Employee Representatives as they are employed by the County, may upon written request of the organization, be granted temporary time off with pay not to exceed a total of ~~35 hours~~ (40) hours times the number of Units covered by this agreement per fiscal year. Such time may be used for any union business except the investigation of grievances. Sufficient advance notice shall be provided to the Human Resources Director so that release time may be arranged with the affected department(s). Release time for negotiations shall not be counted against the annual time allotment. **TA**

SEIU Proposal #10

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ARTICLE 5 COMMUNICATIONS AND WORK ACCESS

Orientation Presentation

The Union will be given ten (10) day notice of group orientation meetings and be provided the names and bargaining unit of any new hires in bargaining unit(s) covered by this MOU expected to attend the new employee orientation session. ~~A Up to Four (4)~~ **Two (2)** representatives of the Union will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the county's formal orientation. ~~prior to dismissal of the group.~~ The HR&D representative will also inform the employees that if their classification is represented by SEIU, then ~~the~~ its representatives would like to speak with them after the county's orientation. After such introduction and announcement, the HR&D representative shall announce that the county's formal orientation is concluded and that if they are not *represented by the union's bargaining unit(s) meeting with a Union representative* they are dismissed. The SEIU representative may then meet with the new SEIU represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the county's orientation meeting.

Online Orientation

If a New Employee Orientation is held online, the Union will have the opportunity to interact with SEIU represented employees in a manner that will allow for the Union to meet with new employees for fifteen (15 minutes) after the conclusion of the County's orientation as if the orientation was conducted in person. TA

SEIU Proposal #12

Article 30 Holidays

m) One Personal Holiday to be taken off at the request of the employee with departmental approval (i.e. no set date). The personal holiday for a given year is credited July 1 and must be used by the following June 30 or it is forfeited. This day can be taken in increments of ~~eight (8)~~ **two (2) hours** or may be used to complete a full day's paycheck for those working an alternative work schedule such as a 9/80 or 4/10 work period. This day shall also be added to the checks when credited. **TA**

SEIU Proposal #18

ARTICLE 46 BILINGUAL PAY

Flat Rate Bi-lingual Positions: Employees who provide translation services for the County and receive a flat amount each pay period for these services. The bi-weekly compensation for this skill will be \$0.50 ~~\$1.25~~ per hour multiplied by the number of assigned hours in a pay period. The employee must pass a proficiency test in speaking, and reading and/or writing.

County Counter:

Rate for Bilingual Positions: Employees who provide translation services for the County will be paid \$0.50 per hour for each hour ~~actually worked~~ **standard or scheduled regular in the work period**. The employee must pass a proficiency test in speaking, and reading and/or writing.

The County does not agree to change the hourly rate for bilingual pay.

Remaining article language to remain the same as in current MOU.

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For Employee Organization:

Print Name

Signature

Date

For Tulare County:

Print Name

Signature

Date

