

COUNTY OF TULARE'S REVISED LAST, BEST AND FINAL PROPOSAL
TO SEIU LOCAL 521, UNITS 1, 3, 4, 6 AND 7

County of Tulare and SEIU Local 521, Units 1, 3, 4, 6, and 7 Negotiations

July 19, 2011

This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals, but are part of a package, which must be accepted in its entirety or it shall be deemed rejected. MOU language not changed in this comprehensive proposal shall remain unchanged; however, language that has sunsetted will be deleted.

County to obtain the total cost savings reflected in this comprehensive proposal during the 2011/2012 fiscal year.

1. MOU, Article 25, A.2. EMPLOYEE BENEFIT PLAN. Modify language to include for plan years 2012 and 2013 to cover increases to minimum benefit amount for the \$1,000.00 deductible employee-only medical, dental, vision, and \$10,000.00 life insurance coverage.
2. MOU, Article 39. SICK LEAVE USAGE. Maintain current suspension of sick leave buyback for term of agreement.
3. MOU, Article 43. SALARY AND RENEGOTIATIONS. No salary increases or cost of living adjustments during the term of this agreement.
4. MOU, Article 44. FLEXIBLY-ALLOCATED CLASSIFICATIONS. Maintain current suspension of Personnel Rule 3.1.1 for all classifications within a flexibly allocated class series for term of agreement.
5. MOU, Article 45. MERIT INCREASES. All merit (step) increase are frozen and will not increase during the term of this agreement.
6. MOU, Article 46. FURLOUGH. Maintain current furlough program of forty (40) unpaid furlough hours per fiscal year (August 1 – July 31) – reducing an employee's earnings by 1.923% - for term of agreement.
7. MOU, Article 50. TERM. Two year from August 1, 2011 through July 31, 2013.
8. Reopeners. The County and/or SEIU will have the option, during the term of this agreement, to bring the other party back to the bargaining table to meet and confer over significant economic changes in the County's financial condition. Any modification to this memorandum pursuant to this provision shall be by mutual agreement.
- 9.

ARTICLE 5
COMMUNICATIONS BULLETIN BOARDS AND WORK ACCESS (title change)

Bulletin Boards and Communications

The County agrees to allow the Union to use the County official bulletin boards for purpose of posting notices of Union meetings, Union elections and election returns, Union appointments to office and Union recreational or social affairs in Departments where the Union has represented members. 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. Material encouraging employee job actions shall not be posted. The Union agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

The County agrees the Union can post materials that bear the official letterhead and/or logo, provided that at such time that a posting is removed in accord with this article, the following procedure will be reinstated.

Postings must be sent to the Human Resources Director for review in advance of the posting. Authorized postings will be stamped by the Human Resources department as soon as administratively possible and will be returned to the Union for posting.

The County proposes to create an electronic bulletin board for the Union as well as a paper bulletin_board to be used in accordance with the policy, assisting with the communication between the Union and its members via the Intranet.

Orientation Presentation (Moved from Article 20)

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation session. This shall include the naming of the certified representative of each bargaining unit. The department will supply the Union with the names and work locations of each new employee.

The County agrees to include the Union informational packets supplied by the Union, in the new employee information given to employees covered by this agreement on their first day of employment. The Union informational packets must be approved by the Employee Relations Officer prior to distribution, following notification to the Union as to the basis for the removing the information from the informational packet. The Employee Relations Officer shall remove from the packets any and all information that is deemed inflammatory, derogatory or otherwise inappropriate.

The Union shall be responsible to provide to the County the informational packets in sufficient numbers and in a timely fashion to be distributed on the employee's first day of employment. The County shall have no responsibility regarding these packets if they have not been provided by the Union.

The Union will be given reasonable advance notice of group orientation meetings and a representative of the Union may, at the conclusion of the formal meeting, be available to meet with new employees from the represented Units at the orientation meeting site.

Work Location Access

The County agrees to allow authorized Union staff access to those employee lunch rooms which are used by employees in Units represented by the Union. A lunch room is defined as a specific space designated by the County for employees to take their meal break. Unofficial lunch rooms, rooms used by employees but not designated as lunch rooms are not lunch rooms for the purposes of this article. For County departments which have secured or safety sensitive locations, the County will provide alternative meeting locations. Lunch room access shall only be before and after work and during designated lunch periods and shall be for the purpose of disseminating information to and servicing represented employees. Such access shall not be used to promote or encourage job action(s). The Union shall provide the Human Resources & Development department with a list of authorized names at least five (5) days prior to the representatives' date of desired access in order to ensure departmental notification.

Authorized Union representative access to work locations for the purpose of investigating grievances as prescribed herein. The County agrees to provide a current listing of work locations and scheduled lunch times for employees represented by the Union.

10.

ARTICLE 7 UNIT MEMBERSHIP

(This section will be added to Article 7 from Article 68) AGENCY SHOP AGREEMENT

A. Current employees in bargaining Units 3 and 4 who are now Union members shall remain Union members during any period in which SEIU 521 is the recognized bargaining representative, except as provided in Section C below.

B. Current employees and each employee hired into bargaining Units 3 or 4 as a regular employee after the effective date of the Agreement, shall choose to:

(a) become a member in good standing of the Union; or
(b) satisfy the service fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth in the Religious Exemption from Agency Fee Obligations below.

C. During the month of February of any ensuing year following the approval of this MOU by the parties, Union members may elect to convert from membership status to fee payer status by submitting a written statement requesting such conversion to the Union with a copy to the County. Upon receipt of such request, County shall take

the necessary steps to change the employee's deduction from membership dues to non-member service fees.

Religious Exemption from Agency Fee Obligations

A. Any employee who is a member of a bona fide religion, body or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee. Such employees shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such organization shall be chosen by the employee from the following list of charitable organizations: 1) United Way, 2) Children's Hospital of Central California, 3) Friends of Tulare County.

B. If the Union challenges the employee's claim for Religious exemption, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge in accordance with the Union's dispute resolution procedure.

C. To qualify for the religious exemption, the employee must provide to the Union, with a copy to the County, an appropriate written statement of objection. The County will implement the change in status within thirty days or usual and customary timeframe unless notified by the Union that it does not accept the requested exemption. The County shall not be made a party to any dispute between the Union and employee pertaining to whether the employee qualifies for the religious exemption.

Payroll Deductions and Dues/Fees Remittance

A. Unless the employee has: a) voluntarily submitted to the County an effective dues deduction request, or b) qualified for exemption upon religious grounds as provided below, the County shall upon receipt of notice from the Union process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union each pay period.

B. Employees in bargaining Units 3 and 4 shall be required to pay the agency fee or charitable donation if they cancel Union membership except as otherwise provided herein.

C. The amount of the fee to be charged shall be determined by the Union subject to applicable law, and shall be an amount not to exceed the normal membership dues and general assessments applicable to Union members.

D. New employees will be automatically enrolled upon hire as fee payers. Such fee payer status will be changed only upon the County's receipt of a signed Union Membership enrollment card or by receipt of a signed Religious Exemption Declaration. Any deduction changes will be completed as soon as administratively possible. The employee must authorize deduction of membership dues in writing on an enrollment card acceptable to the County and the Union.

E. The Union shall notify the County in writing of the names and titles of the Union officers or representatives authorized to receive such Agency Shop deductions,

and the mailing address to which the County is to send such deductions each pay period. The notification designating these authorized Union representatives shall be signed by the President the local Union and provided the County. No fee payer deduction will be remitted to the Union until the County receives such written authorization.

F. The County shall provide the Union with each payment, a list of employees paying membership and service fees or charitable deductions.

G. In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of union dues or service fees or charitable contributions, or the statutory withholding obligations exceed the withholding of Union dues or service fees or charitable contributions, or the employee is temporarily assigned out of the bargaining unit, there shall be no withholding. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. All legally mandated and statutory tax, required deductions for health care insurance deductions and Section 125 dependent care and medical reimbursement accounts, shall have priority over union dues or service fees or charitable contributions unless the affected employee authorizes otherwise in writing to the Union and the County.

H. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction.

I. Notification to Non-Member of Agency Fee (Hudson Notice): The Union shall comply with applicable law and regulations regarding disclosure and allocation of its expenses.

J. In compliance with PERB regulations 32992-32994, the Union shall provide an expeditious appeals procedure for employees who object to the payment of any portion of their representation service fee.

Financial Reports

The Union shall establish and maintain adequate itemized records of its financial transactions and shall make said records available to the County and to Union members as provided in Government Code Section 3502.5(1).

Indemnification/Hold Harmless Clause

SEIU 521 agrees to indemnify Tulare County consistent with Government Code Section 3502.5(b).

Term

The Agency Shop arrangement shall remain in full force and effect for as long as SEIU 521 is the recognized bargaining representative for units 3 and 4 or unless the agreement is rescinded pursuant to Government Code Section 3502.5(b) or any other statutory provisions that apply.

11.

**ARTICLE 13
DISCIPLINARY PROCEDURES**

Employee Right to Respond (commonly called the Skelly Review):

At any time prior to the effective date, the employee subject to the proposed discipline may respond in writing to rebut the charges against him/her, or to state any mitigating circumstances; or, the employee may request an informal review by the Appointing Authority. The Appointing Authority will review the written record, including written statements and documents presented by the employee, discuss the proposed discipline with the Department Head, and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn. While conducting his review, the Appointing Authority may meet with the employee and his/her representative and anyone else the Appointing Authority may deem appropriate to his review. The decision of the Appointing Authority is binding on the Department Head.

All other Article language remains same as current MOU.

12.

**ARTICLE 28
CRIMINAL JUSTICE PAY**

Any Unit 4, 6, and 7 employees covered by an agreement to provide direct patient service to an incarcerated patient in a criminal justice facility shall receive an additional fifteen percent (15%) of his or her base hourly salary on an actual hours worked basis. Employees in such positions will be subject to background investigations and finger print checks. ~~The County agrees to meet and confer on the impact of this procedure.~~

13.

**ARTICLE 31
IN-COUNTY MEALS**

~~Employees covered by this MOU are eligible for In-County Meals.~~

14.

**ARTICLE 34
HOLIDAYS**

#1 The Personal Holiday shall be taken in increments of 8 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.

~~#2~~ The Personal Holiday shall be added to the checks when credited.

15.

**ARTICLE 53
BILINGUAL PAY**

Refer to Personnel Rule 22

~~Employees will be paid an additional \$.50 (fifty cents) per hour as bilingual pay. All other employees may apply for bilingual pay. These other employees will also be paid \$.50 (fifty cents) per hour bilingual pay if they take and pass the County's Spanish verbal skills test and one of two other Spanish test components to be determined by the County on a case-by-case basis. The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County.~~

The County agrees to grandfather grandparent the current Investigator-Public Defender positions under the 5% bi-lingual rate.

16.

**Article 69
EMPLOYEE LAYOFFS**

Refer to Personnel Rule 11.2

~~In the event of employee layoffs become necessary during the term of this agreement, the County will meet and confer over the impacts of the layoffs. The County reserves the right to make and consider alternative proposals to reduce costs to lessen the severity of the layoffs.~~

Notice will be given to union of proposed layoffs.

17.

Article 6

Add "management" to "The County and the Union also agree that the union employee representative and management shall not handle the investigation of the grievance in a manner which promotes dissension and/or disruption in the workplace.

18..

**Article 47
OVERTIME**

#A4 & #B4: Joint employment (is defined as working in another position within or outside of the employee's department but within the County of Tulare organization) that creates an overtime liability for the County is prohibited without permission from the Board.