

**TENTATIVE AGREEMENT
COUNTY OF TULARE:
SUCCESSOR MOU PROPOSAL TO THE
SERVICE EMPLOYEE'S INTERNATIONAL UNION
REVISED 6/2/2023**

This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals but are part of a package (which does not prohibit reaching a tentative agreement on individual items while working to reach an agreement on all items), 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 sunset will be deleted. This proposal is not retroactive and is effective on a go-forward basis.

1. Term: 2 years

Term of MOU: July 1, 2023 - June 30, 2025.

2. Employee Benefit Plan/Health Insurance

Commencing with the 2024 Health Plan year, increase the County's contribution an additional **\$25.00** per pay period (24 pay periods) for employees in the Family coverage level of the SJVIA plan.

Commencing with the 2025 Health Plan year, increase the County's contribution an additional **\$25.00** per pay period (24 pay periods) for employees in the Family coverage level of the SJVIA plan. Minimum Benefit Amount: For Health Plan years **2024 and 2025**, employees participating in the SJVIA Health Plan that have, on the effective date of the premium change, have a County Benefit Amount that is less than the premium charged for the Anthem PPO \$750. deductible Employee-Only coverage level for medical, dental, vision, and \$10,000 life insurance, will have their County Benefit Amount increased to an amount sufficient to pay for the premium charged for the Anthem PPO \$750. deductible Employee-Only coverage level for medical, dental, vision, and \$10,000 life insurance. Any increase to the County Benefit Amount will coincide with any premium increase for the Health Plan years **2024 and 2025**.

3. Cost of Living Allowance (COLA)

A **4% COLA** for all unit classifications commencing with the first full pay period following Board approval, effective no sooner than July 2, 2023.

A **3% COLA** for all unit classifications effective June 30, 2024.

4. Equity Increases

Commencing with the first full pay period following Board approval, effective no sooner than July 2, 2023 for the following:

Maintenance Worker III (2%)

Self Sufficiency Counselor (3%)

Self Sufficiency Counselor- Lead (3%)

Self Sufficiency Resource Specialist (3%)

Self Sufficiency Supervisor II (5%)
Social Services Worker I (3%)
Social Services Worker II (3%)
Social Services Worker III (3%)
Social Services Supervisor I (5%)
Social Services Supervisor II (5%)
Social Services Worker III- CWS Lead (5%)

5. Deferred Compensation

Effective January 1, 2024, the County will increase its maximum contribution by **\$250.00 in a calendar year.**

6. MOU: Clarifications

See attached MOU with strikethrough for deletions and red lettering that denotes new language. Including, but not limited to the following: Article 35- Change classification title Animal Care Trainee to Animal Services Technician.

7. Article 5 Communications and Work Access

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)~~ **thirty (30)** minutes after the conclusion of the county's orientation meeting.

If a New Employee Orientation (NEO) 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)~~ **thirty (30)** minutes after the conclusion of the County's orientation.

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. Two (2) representatives **(one (1) additional SEIU representative is agreed to if thirty (30) or more SEIU represented employees are in the NEO)** 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. The HR&D representative will also inform the employees that if their classification is represented by SEIU, then 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) 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.

Incorporate Senate Bill 191 Side Letter language to MOU:

The County and SEIU agree that if a newly hired employee does not attend an in-person new employee orientation within 30 days of the employee's date of hire, and the new employee is working in person, a representative from SEIU may request an in-person meeting with the employee (s). Requests for in-person meetings will be made in

writing by SEIU through HRD. After the County has received the request in writing, the County and/ or their designated departmental representative will arrange an appropriate onsite meeting space for the new employee in-person meeting(s) within 7 calendar days of receiving the request from SEIU 521 .

If the State of California or a local public health agency issues an order limiting the size of gatherings or prohibiting gatherings and this order prevents the County from conducting an in-person new employee orientation, an SEIU representative and the County shall schedule an in-person meeting(s) with SEIU and the employee(s) that did not attend an in-per new employee orientation, once the order is lifted or modified. The date and time shall be agreed upon by SEIU and HRD or an assigned representative from the employee's department. The time for the in-person meeting will not be between 11:30 am and 1:30 pm, unless mutually agreed upon by SEIU and the County. The meeting will be scheduled to take place during an employee's regularly scheduled work hours. Employees in the meeting shall be relieved of other duties to attend the meeting, during which an exclusive representative(s) (up to 2) would be authorized to communicate with newly hired employees in the applicable bargaining unit for up to thirty (30) minutes on paid County time.

If there are twenty-five (25) or less employees, one meeting shall be scheduled. If there are twenty-six (26) or more employees, meetings shall be scheduled with up to a maximum of twenty-five (25) employees per meeting.

All remaining Article language to remain the same.

8. Article 6 Employee Organization Time Off Successor MOU Negotiations Release

The Chapter President, Chapter Secretary, **Two (2) SEIU Chapter Officers and one (1) scribe along with** and one employee from each of the units that SEIU represents shall be part of SEIU's successor MOU negotiations group. Upon commencing negotiations, SEIU may provide the County with the names of two (2) alternate employees that may participate if any members are absent. The County will provide a reasonable amount of time for employees to travel to and from the negotiations meetings. All remaining Article language to remain the same.

9. Bilingual Pay

Rate for Bilingual Positions: Employees who provide translation services for the County will be paid ~~\$0.50~~ **\$0.63** per hour for each standard or scheduled regular hour in the work period. The employee must pass a proficiency test in speaking, and reading and/or writing.

10. Emergency Response Unit – counter to SEIU proposal #1 – Article 26

Employees in the classifications of CWS Social Service Worker III, Lead CWS Social Service Worker III, and CWS Supervisors permanently assigned to work in the CWS Emergency Response Unit will receive an additional pay of 10%. The alternative second shift will be paused and those employees will be placed on a day shift in the Emergency Response Unit. Effective the first day of the pay period of the day shift assignment, the night shift differential for those employees changing from second shift to day shift will cease. The alternative second shift may be staffed again when deemed appropriate by

the department. Employees will be placed in a rotation for on call to cover Monday thru Friday shifts of 5:00 pm to 8:00 am and weekend shifts of Friday – Saturday 5:00 pm to 8:00 am; Saturday and Sunday 7:30 am to 5:30 pm; Sunday 5:30 pm to 8:00 am; and holiday weekday shifts of 8:00 am to 5:00 pm. The 10% additional pay for working in the CWS Emergency Response Unit will cease on the effective date of an employee no longer working in the CWS Emergency Response Unit.