

## SEIU LOCAL 521 PROPOSALS TO TULARE COUNTY

SEIU RESERVES THE RIGHT TO MODIFY, DELETE OR ADD TO THE FOLLOWING PROPOSALS

### **Article 1 Recognition**

This Memorandum of Understanding (MOU), hereinafter referred to as "MOU," is entered into between the COUNTY OF TULARE, hereinafter referred to as the "County," and Service Employees International Union, SEIU LOCAL 521, hereinafter referred to as the "Union." This MOU incorporates by this reference all appendices and/or side letters attached.

Pursuant to California Government Code #3500 - 3511 and the Tulare County Employment Relations Policy, the County of Tulare (hereafter also known as County) hereby recognizes SEIU, Local 521 (hereafter also known as Union) as exclusive representative for the established Bargaining Units identified herein:

Unit 1 - Clerical and Related

Unit 2 - Crafts & Trades

Unit 3 - Technical & Vocational

Unit 4 - Social Services

Unit 6 - Health Services

Unit 7 - Supervisors & Staff Management

#### **Extra Help/Temporary Employees**

The County agrees that the Union also represents all benefited, occupied, allocated positions of less than 1.0 Full-Time Employee (FTE) in the above identified units. ~~The Union agrees that no extra-help positions are represented~~

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### **Article 4 Contracting Out**

The County agrees to notify the Union of its intent to issue request for proposals and/or request for quotes for the contracting of the performance of County services when those services are currently being performed by incumbents of classifications covered by this MOU. This notification shall be provided as soon as practicable with the goal of providing ~~ten (10)~~ **ninety (90)** days' notice prior to the dissemination of an RFP and/or RFQ. This notice shall not apply to existing contracts or the periodic renewal thereof. RFP's and RFQ's not requiring advance approval from the Board shall not be covered by this provision.

The County will meet and confer with the Union as required by law.

## **Article 5 Communication and Access**

### **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:

All postings will be submitted to the Human Resources Director for review in advance of the posting. ~~Authorized postings will be stamped by the Human Resources & Development department as soon as administratively possible and will be returned to the Union for posting.~~

### **Electronic Communications**

The Union shall be able to have ~~one (1)~~ **Two (2)** 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.

## **Article 5 Communication and Access**

### **Orientation Presentation**

A factual presentation of the rights and responsibilities of employees shall be presented by the County in each new employee orientation meeting. This shall include the naming of the certified representative of each bargaining unit. If on file in the County Enterprise Payroll System, the Human Resources & Development department (HR&D) will supply the Union with the names, job titles, departments, work locations, work, home and personal cellular telephone numbers, home addresses, and personal email addresses of each new employee in electronic format within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

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 along with SEIU staff (one (1) additional SEIU representative is agreed to if ~~thirty (30)~~ ten (10) 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 along with the SEIU representatives 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) ~~fifteen (15)~~ <sup>fifteen (15)</sup> ~~thirty (30)~~ <sup>thirty (30)</sup> 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) ~~thirty (30)~~ <sup>thirty (30)</sup> minutes after the conclusion of the County's orientation.

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### **Article 5 Communication and Access**

#### **Work Location Access**

The Union shall be able to designate fifteen (15) representatives (SEIU employees) for access to County work sites. 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 HR&D 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.

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### **Article 6 Employee Organization Time Off**

#### **LABOR MANAGEMENT COMMITTEE**

The Human Resources and Development Department (HR&D) 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. **The labor management committee shall consist of up to five (5) employee representatives and SEIU Local 521 staff and five (5) management representatives.** When a meeting is with HR&D, 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.

The County and the Union agree that except in emergencies, meetings between the Union and County management will be arranged at least one weeks 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.

#### **UNIT BASED COMMITTEES**

**Unit Based Committees (UBC) will meet once per quarter upon employee request to address employee concerns. Meetings will be scheduled on dates mutually agreed upon by all parties based on availability of those individuals needed to attend and will be scheduled by Human Resources. Committees will be comprised of a department manager(s), a Human Resources representative, a maximum of three (3) employees from the department, and SEIU staff. Issues not resolved in the UBC will be brought to the Labor/Management Committee for further discussion and in an attempt to reach a resolution.**

## **Article 11 Employee Right to Representation**

Any represented employee covered by this agreement has a right to representation by the Union at a meeting with a supervisor which involves disciplinary proceedings. If such a meeting is set, the employee shall be verbally notified of same and of their rights under this section.

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. If such a meeting is set, the employee shall be verbally notified of same and their right to representation under this section. Represented employees will be provided with verbal or written notice of such meeting with no less than five (5) ~~three (3)~~ business day's notice (the five (5) ~~three (3)~~ business day's notice shall not be applicable if the County determines that the matter warrants meeting sooner with the employee) of the meeting date and time to secure adequate representation.

## **Article 12 Employee Right to Know**

If a complaint or accusation against an employee is documented, the employee should be informed within ten (10) working days. If an investigation is conducted, the investigated employee need not be informed until the investigation is completed. Additionally, the completion of the investigation should be communicated to the employee no later than thirty (30) days from the initiation of the investigation. When the investigation is completed, and ~~the employee should be informed of the results within ten (10) working days.~~ Upon being informed, the employee may respond orally or in writing.

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**ARTICLE 18 SCHEDULE CHANGES**

Except in emergencies, changes in the normal work schedule for starting times and days off for employees will be posted ~~five (5)~~ **twenty (20)** working days prior to the effective date of such change.

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### **Article 20 Alternative Work Schedules**

An employee or a group of employees may, after discussion with their division manager and upon mutual agreement with their appointing authority/Department Head, establish alternate work schedules and/or work hours including, but not limited to, 4-10 work week or 9-80 bi-weekly schedules. The appointing authority/Department Head may establish "core" work hours and/or work days to meet the needs of the department. This agreement shall be considered consistent with and subject to Personnel Rule 4.3.7.

**Employees may submit a written request for a AWS to the Human Resources department who will evaluate the impact of the request and meet with the union regarding the results if it is determined that it is not feasible. If it is determined that the requested AWS is feasible, employees will be allowed to work a modified schedule. At least 2/3 of the eligible employees must be willing to work the schedule. In cases of hardship, employees may request, and shall be granted whenever possible, to continue their same shift in a unit or work area that converts to an alternative workweek schedule. Once implemented, an elective AWS may not be revoked for 12 months.**

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