

SEIU LOCAL 521 PROPOSALS TO TULARE COUNTY

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

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 (15) working days prior to the effective date of such change.

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ARTICLE13 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 action, the right to have Union representation, and the right to respond in writing or in person. The County will also provide a copy of the proposed discipline notice to the Union by electronic communication or by U.S. mail as soon as administratively possible after issuance to the employee if the employee was represented by the Union in the Right to Representation meeting process.

1. EMPLOYEE RIGHT TO RESPOND (commonly called the Skelly Review):

A. 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and determine whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn.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/her review, the Appointing Authority may meet with the employee and his/her representative and anyone else the Appointing Authority may deem appropriate to his/her review. The decision of the Appointing Authority is binding on the Department Head. The Appointing Authority may delegate this review to anyone he or she deems appropriate except someone who is otherwise directly involved in the administration or review of this proposed action.

8) Reduction in pay, in lieu of suspension, shall be treated equivalent as suspension.

C. The Nature of the Appeal (Skelly) Review: The Appointing Authority will review the employee's response and the written record, including documents presented by the employee, discuss the proposed discipline with the Department Head or involved human resources staff, and may make further inquiries for the purpose of determining whether the proposed action should be made final, should be modified to a lesser penalty, or should be withdrawn.

D. The Post-Review Decision: The Appointing Authority will communicate his/her decision in writing to the involved appointing authority and send a copy to the employee. The decision of the Appointing Authority shall be final and binding on the County and the employee. The appointing authority shall then promptly serve the employee with a final notice of the discipline to be imposed.

When in the judgment of the Human Resources Director, if the Appointing has been privy to the detailed basis, and such knowledge would negatively impact the review process for the proposed discipline, the Human Resources Director may require a substitute Skelly Officer such as the Assistant County Administrative Officer or similar managerial position.

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 and/or adjusted to reflect the results of the above Appointing Authority review in a manner as prescribed by the Human Resources Director, or shall advise the Human

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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 County will also provide a copy of the Final Notice of Disciplinary Action to the Union by electronic communication or by U.S. mail as soon as administratively possible after issuance to the employee if the employee was represented by the Union in the Right to Representation meeting process.

3. APPEAL OF A FINAL NOTICE OF DISCIPLINARY ACTION

For disciplinary actions consisting of a Formal Written Reprimand, Suspensions of ~~5 (five)~~ **three (3)** days or less, or Reductions in pay of five (5) days or less, such actions shall not be appealable.

Disciplinary actions of Suspensions of six (6) days or more, Reductions in pay of six (6) days or more, Demotions, or Dismissals, shall be subject to appeal, per the "Notice of Appeal" below.

4. NOTICE OF APPEAL

An employee may file a written Notice of Appeal in response to a Final Notice of Disciplinary Action, according to the qualifications set forth above. A written Notice of Appeal, in a form acceptable to the Human Resources Director, must be filed with and received by the Human Resources Director within ~~five~~

~~(5)~~ **ten (10)** working days from the effective date of the disciplinary action as stated in the Notice. Failure to file a Notice of Appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure-to-file time period will be permitted.

The Notice of Appeal must state:

- The reasons for the appeal
- The name of the employee's representative, if any.

Following receipt of a Notice of Appeal, the Human Resources Director shall immediately furnish copies of same, including any other relevant documents, to County Counsel.

A. Statement of Charges - Preparation

Within fifteen (15) calendar days after the receipt of the Notice of Appeal, the County Counsel's Office shall prepare and file with the Human Resources Director, a Statement of Charges. Such statement shall specify the Rules which the employee is alleged to have violated, and the acts or omissions with which the employee is charged.

B. Statement of Charges - Issuance

Upon the filing of the Statement of Charges, County Counsel shall either cause a copy thereof to be delivered to the employee personally, or sent to the employee by certified or registered mail at the last known mailing address of the employee on file in the Human Resources & Development Department. Included with the Statement of Charges shall be a form entitled "Notice of Defense" which, when completed, signed by or on behalf of the employee, and returned to the Human Resources & Development Department, will acknowledge service of the Statement of Charges.

Notice of Defense

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~~Within fifteen (15) calendar days after service upon the employee of the Statement of Charges, an employee may file with the Human Resources Director a Notice of Defense in which the employee may:~~

- ~~1. Request a hearing. If the employee requests a hearing, the employee must indicate their estimation for the length of time necessary to present their case.~~
- ~~2. Object to the Statement of Charges on the ground that it does not state acts or omissions upon which the Appointing Authority may proceed.~~
- ~~3. Object to the form of the Statement of Charges on the ground that it is so indefinite or uncertain that the employee cannot identify the transaction or prepare a defense.~~
- ~~4. Admit the Statement of Charges in whole, or in part.~~
- ~~5. Present new matter by way of defense. No exceptions to the time period provided herein shall be permitted.~~

~~The Notice of Defense must specify every defense that the employee intends to rely upon. The employee shall be bound by the Notice of Defense and may not change the Notice of Defense unless revised as provided for herein. At any time prior to the submission of the matter to the hearing officer, the appellant may amend the Notice of Defense. Such right to amend shall include the right to amend according to proof at the hearing. All parties shall be given written notice thereof, except when the amendment is made according to proof at the hearing. If the amendment presents new matter, the Appointing Authority shall be afforded a reasonable opportunity by the hearing officer to prepare a response thereto. The employee shall be entitled to a hearing on the merits of the charges. If the employee files a Notice of Defense, any such notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file a Notice of Defense shall constitute a waiver of the employee's right to a hearing. Unless objection is taken as provided above, all objections to the form of the Statement of Charges shall be deemed waived.~~

~~The Notice of Defense shall be in writing; signed by, or on behalf of, the employee; and shall state the employee's mailing address.~~

C

Pre- Hearing Process

A pre- hearing conference shall be conducted 30 days prior to the scheduled hearing. Both parties shall exchange witness lists and relevant exhibits to facilitate a clear understanding of case details, promote transparency, and enhance the efficiency of the hearing process.

5. *HEARING/ Administrative Law Judge:*

1. Hearings before an Administrative Law Judge (ALJ) are subject to the availability and schedule of the ALJ. There shall be no back pay for any period beyond sixty calendar days.

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2. County Counsel shall contact the State Office of Administrative Hearings and ascertain presently available dates when a Hearing Officer might be available to conduct a formal disciplinary hearing pursuant to these Rules and shall notify the employee of such dates, and of the dates on which the County's representative will be available for the hearing.

3. The employee shall then deliver to County Counsel, within ten (10) calendar days, the employee's choice of the available dates for the hearing. Such dates shall not be inconsistent with the dates provided by the County or indicated to be available by the Office of Administrative Hearings. The employee shall concurrently provide notice of the name and address of any party

who might be representing the employee at the hearing.

4. County Counsel shall thereafter give the employee notice of the time, date, and place of the hearing. Said notice shall either be delivered to the employee personally or sent to the employee by certified or registered mail, at the last known mailing address of the employee on file in the Human Resources & Development Department.

5. Should the employee fail to provide a written list of available dates within the timelines indicated above, the appeal shall be dismissed.

The following procedures apply:

a. The County will obtain from the Office of Administrative Hearings ("OAH") a list of consecutive dates on which ALJs are available to hear an appeal of the estimated duration. The hearing will then be scheduled, from the OAH list of available dates, on a date or dates when all parties and their representatives are available.

b. A mandatory pre-hearing conference shall be scheduled by agreement between the County Counsel's office and the employee and his or her representative, if any, not less than sixty (60) days prior to the date set for the hearing. County Counsel shall initiate this process. If the parties are not able to agree to a date for the pre-hearing conference, the date shall be set by the OAH.

c. Appellant's failure to appear at the hearing, or failure on more than one occasion to cooperate with the scheduling of the hearing, the pre-hearing conference procedures, or to abide by the hearing processes necessary to enable the matter to be timely heard, without good cause as determined by the ALJ, shall result in forfeiture of the case or be deemed an abandonment of the appeal.

The County will provide written notice to the employee and his/her representative upon the first incidence of failure to cooperate. If, within five (5) workdays, the employee fails to correct the problem that triggered the notice, such failure shall be deemed a separate incidence of failure to cooperate.

d. The hearing will be closed to the public unless the employee requests in writing that it be open to the public. Notwithstanding, where a hearing is open,

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either party may request that the ALJ close portions of the hearing where sensitive, confidential, or sensational material may be presented or discussed.

e. Although it is the employee who is appealing the disciplinary decision, the burden of proof is on the appointing authority regarding the facts upon which the discipline was based and the correctness of the penalty imposed.

f. All witnesses who are not parties may be excluded from the hearing by the hearing officer except when testifying. If the employee does not testify in his or her behalf, the employee may be called and examined as an adverse witness. All testimony shall be taken under oath or affirmation.

The hearing is not required to be conducted according to technical rules relating to evidence and witnesses. Any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. Subject to the provisions herein regarding pre-hearing conferences, any relevant evidence shall be admitted if it is the sort of evidence which responsible

g. persons are accustomed to rely upon in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence, or where otherwise corroborated. Persons who provide direct testimony may be called by the other party for cross examination under oath. Cross examination shall be limited to those areas covered in their prior testimony, unless the ALJ permits otherwise. The ALJ controls which evidence is admitted, and may exclude evidence which is irrelevant, cumulative or otherwise found to be not probative.

h. The proponent of any evidence is responsible to obtain and present clean and legible evidence in sufficient copies for all parties, including the ALJ, and for the court reporter.

i. The ALJ may take official notice of any matter which maybe judicially noticed.

j. Each party shall have the right to subpoena witnesses. The Board of Supervisors, or Office of Administrative Hearings, will, on request, issue in blank subpoenas.

k. Except for rebuttal testimony, modification of position statements or newly discovered facts, documents of witnesses, or information not shared at the pre-hearing conference shall not be presented to or considered by the ALJ. The ALJ may, but is not required to, modify this provision and permit such evidence for good cause and in a manner which is fair to both parties.

l. All testimony is to be taken under oath or affirmation. A certified Court Reporter shall record all testimony.

m. The ALJ shall prepare a record of the proceedings, and shall, within thirty (30) days of the completion of the hearings, prepare recommended findings, conclusions and a recommended decision. The hearing officer shall promptly file the record of the proceedings and the recommended findings, conclusions and decisions with the Board of Supervisors.

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n. Within a reasonable time, but no sooner than one week nor longer than thirty (30) calendar days, after filing of the recommended findings, conclusions and decision, the Board of Supervisors shall, after a review of the record, adopt such recommended findings, conclusions and decision, or shall reject the recommendations in whole or in part, and adopt its own findings, conclusions and decision. The Board of Supervisors shall affirm, modify or reverse the order of the Appointing Authority. The decision of the Board of Supervisors shall be final and not subject to rehearing or reconsideration.

o. The Clerk or the Board of Supervisors shall provide written notice of the decision of the Board of Supervisors to County Counsel, to the involved appointing authority, and to the employee. That notice shall recite. (Writ issue)

p. Judicial review of a decision of the Board of Supervisors made after a hearing pursuant to this Rule shall be made pursuant to Section 1094.6 of the Code of Civil Procedure of the State of California, if the Board determines that the employee shall be dismissed, demoted or suspended. The method of judicial review, the time limits for judicial review, and all of the other provisions of said Section 1094.6 shall govern such judicial review. When giving written notice to the employee of the decision of the Board of Supervisors, the Board shall provide notice to the employee that the time within which judicial review must be sought is governed by said Section 1094.6.

For purposes of this article, all mail shall be deemed received within five (5) business days of mailing.

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ARTICLE 19 EMPLOYEE WORK LOCATION

Each employee shall be assigned a work location. Travel time to a work location in a town other than the town of the assigned work location shall be considered time worked. Permanent involuntary changes in an employee's work location from one town to another shall require a ~~two-week~~ **fifteen (15) working days'** notice to the employee (except in emergency). When an employee is permanently, involuntarily transferred anywhere more than 20 miles from his/her assigned work location, the County shall reimburse the employee at the current County mileage rate for the net difference between the employee's previous commute miles and the employee's new commute miles for the first two weeks of the reassignment. **For temporary reassignments employees will be reimburse for the duration of their assignment**

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ARTICLE 26 SPECIAL PAYS

COMMUNICATION CENTER TRAINING DIFFERENTIAL

Emergency Dispatcher I II's and Call Taker I, II's who are assigned as trainers by departmental staff shall receive a pay differential of three percent ~~(3%)~~ (6%) of their base hourly salary during the actual time they are assigned and working as trainers.

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 during the actual time they are assigned to provide direct patient service to an incarcerated patient in a criminal justice facility on an actual hours worked basis. Employees in such positions will be subject to background investigations and finger print checks.

NURSE PRACTITIONER CERTIFICATION PAY

Qualified employees in the Nurse Practitioner classification who are assigned duties as a "Midwife" shall receive an additional fifteen percent (15%) of their base hourly salary and begins with notification of full qualification and assignment. Employees qualify by: 1) 2) 3) County acceptable "midwife" Certification; and Possessing credentials for privileges at County designated participating hospitals; and Performing the duties of a midwife for women with medically uncomplicated pregnancies and deliveries.

MASTER'S DEGREE STIPEND

Authorized representatives for the County of Tulare, its Health & Human Services Agency and SEIU have met and conferred regarding the provision of a stipend for employees who meet the following eligibility requirements: the employee is classified as a 1) Social Services Worker 11I-CWS, 2) Social Services Worker 11I-CWS-Lead, or 3) CWS Supervisor, and has a Masters of Social Work (MSW) degree, with a minimum of one (1) year experience as a Social Services Worker or above, in Child Welfare Services or Child Protective Services divisions within the previous four (4) years. The County shall provide a stipend of \$230. 77 per pay period for full time employees (part-time employees shall receive a .pro rata amount based on their assigned hours) who meet the eligibility requirements noted above. Consistent with the Fair Labor Standards Act (FLSA) the stipend is added to the regular rate of pay to determine the weighted overtime rate of pay.

DISTRICT SUPERVISOR DUTY PAY

Agricultural & Standards Inspector III's (ASI) that are assigned "District Supervisor" duties by the department shall receive an additional pay in the amount of three percent

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(3%), based on an employee's assigned hours (40 hours for a full time employee) for the work week. As these duties are separate and distinct above the regular duties of other ASI III's, the department shall compensate such employees with 24 SEIU MOU 2023-25 this duty assignment. Resolution No. 2023-0583 Agreement No. 31289 The department shall have the sole discretion to assign or revoke this duty assignment, based on the employee's performance and/or business needs of the department. This additional pay shall become effective commencing with the first full pay period following Board of Supervisor approval and thereafter upon the department's assignment of District Supervisor duties to an ASI III.

TOOL ALLOWANCE

The classifications of Heavy Equipment Mechanics, Welder Mechanics, or other employees as directed by the Resource Management Agency Director, will be required to provide their own basic mechanics hand tools and secure storage device such as a toolbox or bag. ~~Any additional tools not required, care for the required tools, or replacement of the required tools will be the ongoing responsibility of the employee.~~

In consideration for providing tools under this section and to reimburse employees for replacement and usage of tools, the County shall provide the following additional compensation:

- 1) One thousand dollars (\$1,000.00) upon the passing of the employee's probationary period.
- 2) ~~Two~~ **Seven**- hundred and fifty dollars (\$~~2~~**7**50.00) annually on the first pay date period of December. This amount will not be paid until the employee has successfully completed their probationary period. This amount is paid retrospectively, not prospectively, and will be pro-rated based on the number of calendar days since their last payment of this type.

CHILD WELFARE SERVICES (CWS) AL TERNA TE SHIFT CWS Social Worker II I's and Social Worker Leads/Supervisors who work the 2nd alternate shift shall receive a pay differential of four percent (4%) of their base hourly wage for the actual time they are assigned and working the 2nd shift.

DEPARTMENT OF CHILD SUPPORT SERVICES-Child Support Specialist 111: Lead Duties Child Support Specialist III's that are selected to perform specialized lead duties shall be compensated with a 3% additional pay. The duties will primarily consist of, but not be limited to the following: case reviews, training and development of Child Support Specialist I's, II's and III's, and covering for short term absences of a Supervising Child Support Specialist. It shall not be the responsibility of the Child Support Specialist 111

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acting as a Lead to discipline or formally evaluate other Child Support Specialists. CSS's may provide feedback related to the performance of other SA's to supervisors. The department will identify the number of Child Support Specialist III's that are needed for this duty assignment and will initially post and/or email notice to employees and invite employees that are interested in this assignment to submit a Letter of Interest. The department will review, interview, and select employees based on their knowledge, skills, and ability to function in this lead capacity. The department shall have the sole discretion to assign or revoke this duty assignment based on the employee's performance, the business needs of the department, and available funding. Depending upon the needs of the department and the availability of interested and qualified employees, a limitation in this assignment may be exercised.

~~Emergency Response Unit~~ Employees in the classifications of CWS Social Service Worker 111, 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% for all hours worked and for paid leave hours. 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 25 SEIU MOU 2023-25 Resolution No. 2023-0583 Agreement No. 31289 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.

Bargaining Unit 2

Emergency, Winter/Summer Conditions and Weekend Pay

Employees in bargaining unit 2 whose duties require them to work during extreme weather advisories will receive an additional 5% of their base pay. In addition, they will receive time and a half for work performed on Saturdays and double (2X) their pay for work performed on Sundays.

Employees in bargaining unit 2 who work on a holiday will be compensated at time and a half

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Commercial Driver License (CDL-A & CDL-B)

Employees who hold a valid Commercial Driver's License (CDL) Class B shall receive a pay differential of 2.5% of their base pay. Those who specifically hold a Class A Commercial Driver's License shall receive a pay differential of 5% of their base pay

The County will offer the opportunity for employees in bargaining unit 2 to enroll in state recognized operator certification programs on county time. The county will cover or reimburse the cost associated with the certification program.

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ARTICLE 30 HOLIDAYS

All employees shall be entitled to the following holidays:

- A. January 1st (New Year's Day)
- B. Third Monday in January (Martin Luther King, Jr. Birthday)
- C. Third Monday in February (President's Day)
- D. March 31, Ceasar Chavez
- E. Last Monday in May (Memorial Day)
- F. June 19th (Juneteenth)
- G. July 4th (Independence Day)
- H. First Monday in September (Labor Day)
- I. November 11th (Veteran's Day)
- J. Thanksgiving Day
- K. The Day after Thanksgiving Day
- L. December 24th (Christmas Eve Day)
- M. December 25th (Christmas Day)
- N. Every day appointed by the President or Governor, and approved by the Board of Supervisors, for a public fast, thanksgiving, or holiday.
- O. New Years Eve December 31st

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 shall be taken in increments of one (1) ~~two (2)~~ hours or may be used to complete a full day on a County holiday for those working an alternative work schedule such as a 9/80 or 4/10 work period. The Personal Holiday balance shall be shown on the paystub. The first sixteen ~~eight (8)~~ (16) hours of required work on a County holiday shall be credited as vacation time on an hour for hour basis. Nevertheless, time worked on a Holiday shall continue to count as time worked for overtime purposes. Probationary employees may use paid leave to bring an eight-hour holiday up to the employee's scheduled workday.

Except as provided above, Holidays shall be conducted in accord with Personnel Rule 6.6.

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ARTICLE 31 VACATION

A. VACATION LEAVE: Tulare County Personnel Rule 6.8 shall be modified as follows:

6.8 VACATION LEAVE

6.8.1 Vacation Leave Entitlement/Accumulation

Employees shall accrue vacation based on their years of service:

0-3 years of employment = 2 weeks of vacation per year.

3-~~7~~5 years of employment = 3 weeks of vacation per year.

5 – 7 ~~7-11~~ years of employment= 4 weeks of vacation per year.

~~More than 11~~ 7-10 years of employment= 5 weeks of vacation per year.

10 years or more = 6 weeks of vacation per year

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ARTICLE 35 UNIFORMS

1. HHSA will provide uniforms to all covered staff members assigned to work in an HHSA Health Care Center or an associated facility in which health services are provided. The following classifications will be required to adhere to this uniform policy and be dressed in the appropriate uniform on a daily basis at the beginning of their work shift.

1. Physician Assistant*
2. Nurse Practitioner*
3. Health Aide
4. Licensed Vocational Nurse
5. Registered Nurse
6. Supervising Nurse I
7. Office Assistant
8. Clerk Supervising
9. Clerk
10. Community Health Technician
11. Dental Assistant
12. Health Program Assistant
13. Lab Assistant
14. Milk Technician
15. Pharmacy Technician
16. Public Health Nurse*
17. Animal Care Technician
18. Animal Control Officer 1/11/111
19. Animal Control Officer- Supervisor
20. Animal Care Specialist 1/11
21. Animal Care Specialist- Supervisor
22. Animal Services Technician
23. Animal Services Coordinator
24. Veterinary Technician

a. Resolution No. 2023-0583 Agreement No. 31289 The initial issuance of uniforms to new employees will consist of three (3) pants/skirts, three (3) shirts and one (1) cardigan jacket, and will occur upon hire. Employees will be issued an additional two (2) pants and/or skirts, two (2) shirts, and one (1) cardigan jacket annually within one month of the employee's annual anniversary date and will continue annually thereafter.

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b. Staff depicted with an asterisk (*) will, in place of the uniforms described in a. above, receive uniforms which consist of long length lab coats, with each functionality defined by color. These staff members will receive the following: three (3) lab coats as part of

the initial issue upon hire and three (3) additional lab coats annually, within the month of their annual anniversary date.

c. Additional uniforms may be purchased by employees at their own expense.

d. Any employee whose annual anniversary date is more than one year from the initial issuance date of the uniforms may request to exchange or receive additional uniforms during the period from 12 months after the first issuance of the uniforms to the last day of the month prior to their next anniversary date. The department supervisor has the discretion to approve or reject the employee's request. The decision of the supervisor is not grievable.

Uniforms must be returned to the Health Care Center should an employee leave County service or accept an assignment outside of the Health Care Center facilities. Failure to return a uniform may result in a charge to the employee by the County for the costs of the unreturned uniforms.

e. Departments supplying uniforms may change to a replacement allowance provided it does not generate additional costs to the County or to the employee. Implementation shall be subject to meet and confer on a case by case basis.

2. Food and Laundry Service Managers required to wear uniforms shall receive a uniform allowance of ~~\$100.00~~ **\$150.00** annually to be paid on the first pay date of each calendar year. When a Food and Laundry Service Manager leaves this position after at least one full year of service, they shall return to the County a pro-rated portion of this uniform allowance equivalent to the remaining portion of the calendar year calculated on a pay period basis.

3. Detention Service Officers shall be required to adhere to uniform specifications, appearance, and maintenance standards established by the Sheriffs Department.

The County shall pay each Detention Service Officer (DSO) and Sheriffs Security Officer (SSO) a uniform allowance of ~~\$250~~ **\$300** per year. This allowance shall be paid

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in two equal installments, on the first pay date in June and the first pay date in December. Should an employee covered by this agreement leave the Department or be off work in excess of six (6) months on a Leave of Absence, his/her uniform allowance shall be pro-rated on a pay period basis.

New hire DSO's and SSO's shall receive a ~~\$250~~ **\$300** voucher from the Sheriffs Office which shall be used towards the purchase of the required uniform in accordance with

department specifications. The voucher shall be provided by the department to the employee in sufficient time to allow for such items to be purchased prior to the start of their employment. New hire employees shall only be eligible for the ~~\$250~~ **\$300** allowance in the calendar year following their date of hire. Should an employee

separate from the department for any reason during probation, the Sheriff has the option of requesting that the uniform provided at County cost be returned to the department.

SEIU MOU 2023-25 Resolution No. 2023-0583 Agreement No. 31289

4. For Emergency Dispatchers in the Sheriffs Office, they shall receive a ~~\$250~~ **\$500** voucher from the Sheriffs Office in sufficient time to allow for the purchase of the required uniform prior to working their first shift and must be used within 60 days or receipt. Thereafter, after completing 12 months of service from their date of hire, the ~~\$250~~ **\$300** uniform allowance will be paid in two equal gross cash payments in the first pay periods in June (~~\$125~~) **(\$250)** and December (~~\$125~~) **(\$250)** .

5. New Animal Care Trainee, Animal Care Specialist 1/11, Animal Care Specialist-Supervisor, Animal Care Technician, Animal Care Specialist 1/11, Animal Services Coordinator, and Veterinary Technician shall receive three (3) pants and three (3) shirts. New Animal Control Officers and Animal Control Officer- Supervisor shall receive three (3) pants (fire hose quality), three (3) shirts, one (1) jacket, and one (1) pair of boots. Employees in these classifications shall be able to receive replacements of the above items, if needed, at the discretion of the department, after 12 months of initial issuance, and continuing in 12 month cycles thereafter. If an item is damaged during the course of carrying out their work duties, they shall report such damage immediately to their supervisor. Items that are damaged through no fault of the employee shall be replaced.

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Items that are damaged through carelessness of the employee are not eligible for replacement. Determination for replacement of damaged items shall be at the discretion of the department.

6. Cooks required to wear uniforms shall receive a uniform upon hire and thereafter an allowance of ~~\$100.00~~ \$150.00 annually to be paid on the first pay date of each calendar year. Cooks, Laundry Technician, and Stock Clerk uniforms consist of the approved green slacks and tan shirt provided by the Sheriffs Department (please refer to section 1046.3.3 in the Tulare County Sheriffs Department Policy & Procedure Manual):

- Uniform shall be worn according to policy 1046.2 in the Tulare County Sheriffs Department Policy & Procedure Manual.
- Each Cook will be issued 11 sets of uniforms that will be picked up once a week for laundering and returned the following week.
- If your uniform is lost, stolen or damaged notify your supervisor immediately.
- The Tulare County Sheriffs Department provides patches for their uniform shirts. Each uniform will bear two patches, one for each shoulder. Please see your supervisor for designated locations or refer to section 1046.4 in the Tulare County Sheriff's Department Policy & Procedure Manual:

Belts

Belts must be solid black and in good repair. Belts must be worn if belt loops are present on employee's slacks.

Shoes

Shoes must be black, closed toed and heel, washable surface with non-slip soles. Shoes are to be kept clean and in good repair.

Name Plate

A name plate meeting Policy specifications must be worn on the right side of the uniform. Name plate shall be legible and in good repair.

Jackets

If you choose to wear a jacket in the kitchen it must be a black jacket or windbreaker with the Tulare County Sheriff's Department patches sewn on the shoulders. Jackets are optional.

7. The following classifications in the Solid Waste Department are required to wear County issued safety shirts: Assistant Refuse Site Supervisor, Engineering Technician 1/11/111, Heavy Equipment Mechanic 1/11/111, Refuse Equipment Operator 1/11,

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Refuse Site Attendant 1/11, and Refuse Site Supervisor. Each employee will be issued up to a maximum of ten (10) shirts annually. Shirts that become damaged will be replaced upon concurrence of their supervisor.

8. General Services Agency will provide uniforms to the custodial staff. Classifications. The employees will receive eleven (11) uniform shirts, eleven (11) uniform pants and/or shorts and one (1) jacket will be provided if the custodian would like to have one per year. Uniforms that become damaged will be replaced during the year upon concurrence of their supervisor. The General Services Agency will provide one (1) uniform jacket to the Parks and Grounds Classifications.

9. Resource Management Agency Roads employees are required to wear County issued safety attire which shall consist of a safety vest and a combination of shirts and/or t-shirts, up to a maximum of eleven (11) shirts per employee per year. Shirts and

safety vests that become damaged will be replaced during the year upon concurrence by supervision.

10. Heavy Equipment Mechanics shall be provided coveralls for use during the servicing of equipment. The department(s) shall also provide disposable Tyvek coveralls. At the discretion of the superintendent, additional coveralls may be provided for special projects.

11. Resources Management Agency (RMA) will provide the following to employees: Annual ~~\$250~~ **\$500** clothing allowance for Construction Maintenance Workers, Traffic Control Workers, and any other applicable employee in this category that is not provided a full uniform and laundering service. Solid Waste and Roads (Traffic Control Workers and Construction Maintenance Workers), that are required to wear protective footwear for field work that meets County approved safety standards (ASTM F 2412-11) from a supplier selected by the County. The protective footwear allowance amount is

included in the annual RMA clothing allowance. Annual ~~\$150~~ **\$300** clothing/boot allowance for Heavy Equipment Mechanics, Welder Mechanics, Tire Repairer, RMA Stock Clerk and RMA Custodian and other applicable employees who are provided a full uniform and laundering service. The clothing/boot allowances will be paid out at a maximum of once per calendar year to be included in the employees' first paycheck in December or at time of hire. All active employees, fulltime employees, and extra help would be eligible regardless of probationary status. The clothing/boot allowance will not

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be made on a reimbursable basis with purchase criteria. RMA will continue to provide shirts to the same group of employees that currently receive them. Employees will be expected to wear the shirts provided. The Department Head will establish a minimum dress standard for protective safety gear to be worn.

12. FIRE DEPARTMENT

New hire Emergency Dispatchers and Fire Inspectors shall receive new uniforms prior to the start of their first shift. In the following fiscal year, Thereafter, Emergency Dispatchers shall be eligible to receive \$500.

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ARTICLE 46 BILINGUAL PAY

The Bilingual Services Program recognizes the need for translation services in the provision of County services to members of the public who can best transact County business in a language other than English.

The County will cease bilingual pay for any employee who refuses to use bilingual skills when requested to do so by the County. The following are the bilingual skill use designations in use in the County:

Rate for Bilingual Positions: Employees who provide translation services for the County will be paid \$0.~~63~~ 96 per hour for each ~~standard or scheduled regular~~ hour worked in the ~~work~~ pay period. The employee must pass a proficiency test in speaking, and reading and/or writing.

Primary Languages: The primary languages for this program are Spanish and the South East Asian group. Other languages can be added to meet demonstrated need.

Other Languages: Other languages should be handled by:

1) Identifying bilingual employees within our employee group, testing their proficiency, and making those who qualify available on an inter-departmental basis throughout the County. Depending on the time they spend translating, they should be compensated as outlined above.

2) Identifying community resources who can and will provide occasional translation. Using the

3) AT&T long distance translation service or equivalent.

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Article 69 SHERIFF'S DEPARTMENT EMERGENCY DISPATCH CENTER

Emergency Dispatchers I's, II's, and III's will be initially assigned one of four shifts by the Sheriff's Department. The shifts will consist of a Weekday Day Shift, Weekday Night Shift, Weekend Day Shift, and Weekend Night Shift. Dispatchers will work their assigned shift for a three (3) month period. At the end of the three (3) month period, Dispatchers will move to the next shift in the rotation cycle. Once all four shifts have been worked in a twelve (12) month period, the shift rotation will start over. The shifts will primarily consist of twelve (12) hour shifts and the shift assignments and rotations will commence in July 2017 and thereafter.

Mandatory Overtime

The Assignment of Mandatory overtime will be paid at double time and capped at 20 hours per calander month.

Supervisor Assignment

Dispatchers who are assigned to be supervisor will be compensated for all hours worked at the supervisor rate of pay while assigned.

Vacation Accrual

Due to the nature of the dispatcher position and minimum staffing levels credit for vacation with pay may be accumulated up to a maximum of four Hundred hours (400)

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Article 68 Deferred Compensation

Deferred Compensation Effective January 1, 2026 the County will increase its county contribution amount by ~~\$250.00~~ **\$525.00** in a calendar year.

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ARTICLE 63 SALARY INCREASE

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%)~~

Equity Increases

The County and the Union mutually agree to meet and confer regarding 15 classifications identified by the Union following the ratification of this Agreement. The purpose will be to review and propose potential changes to salary ranges, job specifications, and eligibility for classifications that have been identified as difficult to recruit or retain

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Article 74 Longevity Pay (Career Incentive Pay)

1. Employees who have completed 5 years of service shall receive an additional 5% longevity pay on base wages.
2. Employees who have completed 10 years of service shall receive an additional 5% longevity pay on base wages.
3. Employees who have completed 15 years of service shall receive an additional 5% longevity pay on base wages.
4. Employees who have completed 20 years of service shall receive an additional 5% longevity pay on base wages.
5. Employees who have completed 25 years of service shall receive an additional 5% longevity pay on base wages.