

**COUNTY OF TULARE:
SUCCESSOR MOU PROPOSAL TO THE
SERVICE EMPLOYEES' INTERNATIONAL UNION- LOCAL 521
2025
July 2, 2025
July 8, 2025
July 31, 2025**

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 tentative agreement on individual items while working to reach 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. **This proposal (and entire Memorandum of Understanding) does not apply to Extra-Help or Seasonal status positions unless specifically included.**

1. Term

Term of MOU: July 1, 2025 - June 30, 2027.

2. Employee Benefit Plan/Health Insurance

Commencing with the 2026 Health Plan year, increase the County's contribution an additional ~~\$25.00~~ **\$50.00** per pay period (24 pay periods) for employees in the Employee + Spouse, Employee + Child(ren), and Family coverage levels of the SJVIA health plan.

Commencing with the 2027 Health Plan year, increase the County's contribution an additional ~~\$25.00~~ **\$50.00** per pay period (24 pay periods) for employees in the Employee + Spouse, Employee + Child(ren), and Family coverage levels of the SJVIA health plan.

Minimum Benefit Amount: For Health Plan years 2026 and 2027, employees participating in the SJVIA Health Plan that, 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 2026 and 2027.

3. Cost of Living Allowance (COLA)

A 2% ~~3%~~ 4% COLA for all unit classifications commencing with the first full pay period following Board approval, effective no sooner than June 29, 2025.

A 2% ~~3%~~ 4% COLA for all unit classifications effective June 28, 2026.

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4. Deferred Compensation

Effective January 1, 2026 the County will increase its County contribution amount by ~~\$250.00~~ \$500.00 (up to \$2,500 max.) in a calendar year.

5. Article 1 Recognition

~~The Union agrees that no extra-help positions are represented.~~ In accordance with AB 1484 and SEIU's request to represent Extra Help status employees, the County recognizes SEIU's representation of Extra Help and/or Seasonal status employees in the bargaining units they represent. This MOU and all the Articles herein, shall only be applicable to Extra Help and/or Seasonal status employees where specifically cited to include such, otherwise, Extra Help and/or Seasonal status positions shall be excluded from all of the Articles in this MOU.

6. Article 5 Communication and Access (clarification only- no change to current procedure)

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 (11:30am – 1:30pm) 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.

7. Article 11 Employee Right to Representation

Modify only "three (3) day's notice" to "three (3) business days' notice;" all other language in Article 11 remains the same.

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8. Article 15 Health and Safety (clarification only- no change to current procedure)

Update the MOU to match the job specification for Animal Control Officer I/II/III by adding:

The cost of Arrest and Firearms PC 832 Course enrollment and course pre-requisite physical exam, when required for County employment as listed in the Animal Control Officer I/II/III/Supervising job specifications, shall be paid by the County Health and Human Services Agency. It shall be the employee's responsibility to contact the coordinator designated by their department far enough in advance to allow reasonable time for the scheduling of the physical exam and course enrollment.

9. Article 26 Child Welfare Services (CWS) Alternate Shift (Removal of obsolete language- there is no longer a 2nd shift)

~~CWS Social Worker III'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.~~

10. Article 29 Nightshift Differential (Removal of obsolete language- Covered California calls have not been answered locally in more than 5 years)

~~Self Sufficiency Counselors I-III and Self Sufficiency Supervisors who are assigned to support Covered California enrollment at the Tulare Processing Center and who are scheduled to work a shift in which three (3) or more hours of their scheduled shifts fall between, a) 6:00 p.m. – 9:00 p.m. Monday through Friday, and b) are scheduled to work a Saturday shift, shall receive a six percent (6%) shift differential, based on an employee's assigned hours (40 hours for a full time employee) for the work week. The shift differential shall become effective commencing with the first full pay period following the Board of Supervisor approval of this agreement.~~

**11. Article 31 Vacation Scheduling
VACATION SCHEDULING FOR UNIT 4**

The County agrees that Unit Supervisors shall do the vacation scheduling for their individual units. Vacation schedules will be planned insofar as possible to consider the employees choice in dates.

Employees shall submit their first and second choices for vacation dates during the first pay period of each calendar year

During the initial scheduling: Blocks of vacation time of forty (40) hours or greater, will receive first consideration; periods of less than forty (40) hours or periods built around three (3) and four (4) day weekends, will receive secondary consideration; insofar as

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possible, the advantages of scheduling eight (8) or sixteen (16) hour periods around Thursday-Friday and Monday-Tuesday Holidays, will be divided among Unit Workers. Unless operational reasons dictate otherwise, when the number of vacation requests conflict with Department workload, ~~then the most senior persons in a class shall receive first consideration. Thereafter,~~ vacation scheduling shall be on a first come first served basis. When emergency or unusual situations occur, the Department will make reasonable effort to make vacation blocks available for rescheduling of vacations.

Unit supervisors will respond to the initial written vacation requests by the end of the third pay period of the calendar year or to subsequent vacation requests within ten (10) days after receipt, with a positive or negative answer, and when with a negative response, a suggestion that the request be made again at a future time. The dominant factors in all vacation scheduling shall be the workload and demands for service as judged by the Supervisors.

If vacation time off has been approved in accord with departmental policy/procedure and a non-refundable deposit has been made by the employee subsequent to such approval, the employee will not be required to cancel the vacation except in an emergency, as determined by the Department Head.

12. Article 40 Overtime *(Unit #4 to have the same Compensatory Time Off language as Units 1, 2, 3, 6, and 7.)*

~~A) The following shall apply to all classifications in Unit #4:~~

~~Except as otherwise provided by the Board, compensation for each hour of qualifying overtime work shall be in the form of one hour of compensatory time off (CTO) added to the employee's CTO bank, plus one hour paid on the employee's paycheck at one-half of the regular rate of pay, when an employee has less than 40 hours of CTO banked. When an employee uses CTO, it shall be paid out at the employee's regular rate of pay~~

~~Qualifying overtime worked when an employee has a CTO balance of 40 or more hours, they shall be compensated by cash payment at the overtime rate.~~

Delete rest of language in A).

B) The following shall apply to all classifications in Units 1, 2, 3, 4, 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

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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, when an employee has less than sixty (60) hours of CTO banked. 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.

13. Article 55 Caseloads

The Unit Manager, upon review, shall determine caseload allocations for Self Sufficiency Counselors and Social Service Workers caseloads shall be divided among the workers as equally as is administratively feasible with the following understanding:

- 1) Designated Lead Self Sufficiency Counselors and designated Lead Resource Specialists shall be assigned a caseload 85% of the "regular caseload"
- 2) Inexperienced Self Sufficiency Counselors shall maintain a reduced caseload in accord with the following:

Where it is possible as determined by the unit manager, inexperienced workers will not be placed in intake duties. Also, where possible as determined by the unit manager, inexperienced workers still on probationary period will not be placed in intake unless they have demonstrated their competence in handling such duties. Immediate Supervisors shall limit the new worker's responsibility for the caseload until the training is completed. It is understood and agreed that emergency and/or unusual conditions may alter the above for temporary periods of time.

14. Article 56 HHSA Quiet Processing Time (formerly known as "Quiet Time") (Update by deleting old job title and add replace with current job title and update language)

1. Only ~~Eligibility Workers~~ and **Self-Sufficiency Counselors** shall be eligible for quiet **Processing** Time provisions.
2. **Quiet Processing** Time shall consist of five (5) hours per week, no more than one hour per day. During said time workers will be free from interviews except in emergency situations.
3. Inclusion of all ~~Eligibility Workers~~ and **Self-Sufficiency Counselors** in these quiet time provisions, except those

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working as Service Representatives shall be mandatory.

4. No unit meeting or training functions shall be scheduled during quiet **Processing** Time, except when, in the opinion of management, these meetings must be held during quiet **Processing** Time for the safe and/or efficient operation of the Department.
5. Processing Time will not be scheduled during overtime hours.

15. Building and Code Compliance Inspector I Classification (Change probationary period from six (6) months to twelve (12) months and add new State of CA Health and Safety Code requirements)

BCCI-I

The probationary period shall be twelve (12) months.

New State of CA Health and Safety Code Requirements:

Employees hired into this classification on or after 07/01/2025 shall possess or have the ability to obtain one (1) of the following certifications within two years from date of hire as mandated by Health and Safety Code sections 18949.25-18949.31; International Code Council Certification; California Association of Code Enforcement Officers (CACEO) or a related organization. Attainment of one (1) of the above-mentioned certifications is a condition of employment. Employees will be required to maintain their certification(s) current for the duration of employment. Failure to maintain the required certification(s) shall be cause for disciplinary action.

The County will pay for the 1st three attempts at passing the certification exam. If the test is failed three times, the Employee will be required to pay out of pocket for any other attempts made.

16. Equity Increase for Construction Maintenance Worker (CMW) II/III/IV -
effective the first full pay period following Board of Supervisor approval of a new MOU:

CMW II: ~~4%~~ 2%

CMW III: ~~4.5%~~ 3%

CMW IV: ~~2.5%~~ 5%

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17. Probationary Period Changes

Sheriff's Security Officer	Extend probationary period from 6 mos to 12 mos
Detention Svc Officer	Extend probationary period from 6 mos to 12 mos

18. Oracle Payroll Matters

Eliminate rounding on all compensated hours.

Upon written notice by the County to the union, the union will meet with the County within two weeks to discuss any additional Oracle payroll related issues that may arise during the course of the MOU.

Actual Start Time	Rounded Start Time (Tenth Hour)
7:58-8:03	8:00
8:04-8:09	8:06
8:10-8:15	8:12
8:16-8:21	8:18
8:22-8:27	8:24
8:28-8:33	8:30
8:34-8:39	8:36
8:40-8:45	8:42
8:46-8:51	8:48
8:52-8:57	8:54
8:58-9:03	9:00



19. Article 35 Uniforms (update this section with current procedures; updates; add new classes; and modification.

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- A) Current Procedures: Include all Classifications in Animal Services Division that are currently receiving a uniform (to conform with current procedures).
- B) Updates: delete Mental Health Classes and add Behavioral Health Classes currently receiving a uniform (to conform with current procedures).
- C) Add new classes: add the following Sheriff's Office classifications to the uniform allowance:
- Autopsy Assistants
 - Field Evidence Technicians
 - Fingerprint Technicians
 - Digital Forensic Analysts
 - Property and Evidence Technicians
 - Sheriff's Communication Officer

These monies are split and paid out once every six months. they shall receive a \$250 voucher from the Sheriff's 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 uniform allowance will be paid in two equal gross cash payments in the first pay periods in June (\$125) and December (\$125).

- D) Modification (deletion of "fire hose quality": New Animal Care Trainee, Animal Care Specialist I/II, Animal Care Specialist- Supervisor, Animal Care Technician, Animal Care Specialist I/II, 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. 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.

*(Reason for change: Removal of fire hose quality allows for greater flexibility in purchasing available pants)

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4. For Emergency Dispatchers in the Sheriff's Office, they shall receive a ~~\$250~~ **\$500** voucher from the Sheriff's 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~~ **\$500** uniform allowance will be paid in two equal gross cash payments in the first pay periods in June (~~\$125~~ **\$250**) and December (~~\$125~~ **\$250**).

20. Sheriff's Detention Services Officer: Add Training Differential

Detention Services Officers who are assigned as trainers by Supervisory staff in the TCSO shall receive a pay differential of three percent (3%) of their base hourly rate while: 1) completing the JTO training coursework to become or remain a qualified trainer, or 2) when they have been assigned and are training a DSO trainee.

21. Career Incentive Pay (Portions of the following to be included in County Policy/AR 52 and referenced in MOU as AR 52):

1. Eligibility Criteria

A. Years of Service:

- i. A Year of Service is measured from the employee's most recent County hire date, less any periods of unpaid leave.
- ii. Years of Service must be continuous, full-time service, with no breaks. Any break or interruption in continuous full-time service, no matter the length, will restart the clock for the purpose of determining Years of Service under this policy.
 1. A break in service occurs when an employee separates from County service due to dismissal, voluntary resignation, lay off, or retirement.
 2. Employees who are laid off and rehired within six months will not be considered to have had a break in service under this policy. However, the period between the effective date of the layoff and date of rehire shall not be included when determining Years of Service under this policy.
 3. A period of employment as a temporary or extra help employee shall constitute a break in continuous full-time service.

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iii. Leaves of Absence:

1. Leaves of absence granted pursuant to state or federal law, County policy, or County ordinance, shall not be deemed to constitute a break in continuous full-time service to the County, but the period of time that the employee is absent from duties on such a leave of absence will not be included when determining the Years of Service, except as otherwise provided below.
 - (a) Periods of paid leave, including paid vacation leave, paid sick leave, personal holidays, county holidays, and other paid time off, shall be included when determining Years of Service under this policy.
 - (b) Periods of unpaid leave shall not be included when determining Years of Service under this policy.
 - (c) Leaves of absence for military purposes granted pursuant to state or federal law shall not be deemed to constitute a break in continuous full-time service to the County, and the period of time that the employee is absent from duties on such a military leave of absence shall be included when determining the Years of Service under this policy.

B. Additional Eligibility Criteria:

- i. Employees who receive Career Development Pay are not eligible to receive the Career Incentive Pay.
- ii. Employees who are provisional, temporary, part-time, or extra help are not eligible to receive the Career Incentive Pay, and periods of employment as a temporary or extra help employee shall not be included when determining Years of Service.

2. Career Incentive Pay Calculation

Employees who have completed five (5) or more Years of Service with Tulare County and meet the eligibility criteria described herein, earn additional pay according to the schedule below. The percentage increase is calculated based upon the employee's base rate of compensation, not including any other additional pay:

Years of Service	% increase	Total
5	3%	3%
10	2%	5%
15	3%	8%
20	2%	10%

3. Implementation and Other Considerations

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- A. Where this has been expressly adopted by a memorandum of understanding covering represented employees, eligible represented employees will receive Career Incentive Pay going forward in accordance with the schedule set forth above, beginning the first full pay period following the Board of Supervisors approval of a successor memorandum of understanding, effective no sooner than June 28, 2025.
- B. An eligible employee who reaches a Years of Service threshold for the Career Incentive Pay (after five, ten, fifteen, or twenty years) shall receive such pay beginning the first full pay period after reaching the Years of Service threshold.
- C. Career Incentive Pay is considered taxable income and will be included in retirement benefit calculations in accordance with applicable laws and regulations.

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