

COUNTY COUNTER PROPOSAL TO UP4

TENTATIVE AGREEMENT

ARTICLE 4: UNION RIGHTS

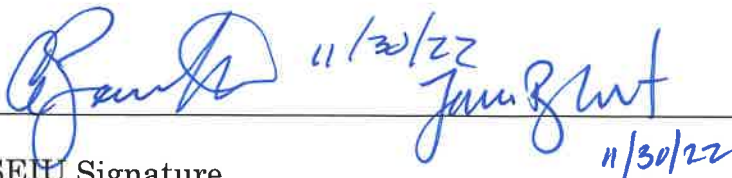
4.2 Union Employee Contact

~~Designated Union representatives~~ ~~paid staff~~ ~~and union stewards~~ are permitted to contact a represented employee. Subject to approval of the designated management representative, designated union paid staff representative ~~and stewards~~ shall have the right to access represented employee's work locations during the employee's work hours on matters within the scope of representation.

With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. The County agrees to provide the Union with a list of designated management representatives and keep such list updated.



County Signature



SEIU Signature

Date:	11/30/2022
TA - County Counter to SEIU	UP6
MOU Section(s):	Article 4.4 <i>Union Communications</i> (pg. TBD)

TENTATIVE AGREEMENT

PROPOSAL

Amend Article 4.4 *Union Communications* as follows:

The County's ~~interdepartmental messenger service~~ **communication infrastructure (e.g. County email, postal mail, phone, or online messaging service)** may be used for individual business-oriented communication between ~~bargaining union members-employees who are represented by Union and between the paid staff of Union~~ **Representatives. (staff, chapter officers, bargaining team members, stewards, and/or contract action team members)** and such employees provided that paid staff of Union ~~Representatives~~ shall pick up and deliver all written communications outside the County's normal distribution route. The Union understands that the continuance or discontinuance of the ~~interdepartmental messenger communication infrastructure service (inter office mail)~~ is a matter within the sole discretion of the County.

Union Representatives acknowledge they must adhere to all County computer use and privacy policies, including all relevant portions of the County's Administrative Policy Manual.

County Signature

SEIU Signature

Date:	11/30/2022
TA - County Counter to SEIU	UP7
MOU Section(s):	Article 4.8 <i>Union Stewards</i> (pg. TBD)

TENTATIVE AGREEMENT

PROPOSAL:

Amend Article 4.8 - *Union Stewards* as follows:

The Union may designate Union Stewards among employees in all Bargaining Units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Employee Relations Manager with a current and updated list of Union Stewards.

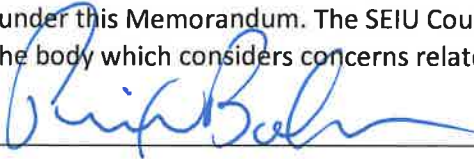
Duties required by the Union of its Stewards--excepting attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure--shall not interfere with the Union Stewards' or other employees' regular work assignments.

Union Stewards shall be afforded the ability to attend a one hour monthly steward meetings facilitated by the Chief Steward. This meeting is held on the same day/week of each month with a one hour duration. Union release time may be used for attendance.

No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The SEIU County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.



County Signature

SEIU Signature

TENTATIVE AGREEMENT

COUNTY PROPOSAL #5

ARTICLE 7: SCHEDULES, HOURS AND OVERTIME

7.26 Remote Response Phone Work – Compensation

~~With the department head's approval,~~When the County requires, an employee may be called upon to resolve work-related problems remotely by telephone without having to return to the worksite. Compensation for such work shall be a minimum of one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for any hour in which ~~a telephone call is made or received~~work is performed. In the event a later ~~telephone call request~~ is received after the prior one (1) hour of ~~telephone~~ work time, and the ~~call request~~ required the employee to again resolve work-related problems ~~by telephone~~, the employee shall be paid for an additional one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for all ~~telephone calls made or received~~work performed within that next hour. ~~Phone w~~Work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section. The County shall not pay an employee for callback pay, standby pay, and ~~phone work remote response~~ pay during the same period of time.



County Signature

TA Cooker Jant 1/4/23
SEIU Signature Jama Blumet 1/4/23
Date: 1/4/2022

TENTATIVE AGREEMENT

UNION COUNTER TO COUNTY PROPOSAL #6

ARTICLE 12: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

12.2.1 County Offered Medical Plan(s)

The County will offer at least three medical plans: ~~the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) plan.~~ The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Effective June 1, 2024, the County will offer at least two HMO plans: the Kaiser HMO (\$10.00 co-pay) plan and one other HMO plan. The County Health Plan PPO and EPO will be closed to new enrollment. Employees enrolled in the County Health Plan as of May 31, 2024, will be grandfathered into the plan.

Specific reference to a vendor listed above does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.



County Signature

TA Amber Zurek 1/4/23
SEIU Signature Jana Bluet 1/4/23

Date: 1/4/2022

TENTATIVE AGREEMENT

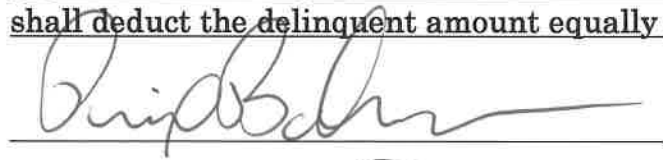
UNION COUNTER TO COUNTY PROPOSAL #7

ARTICLE 18.19: PAYCHECK DEDUCTION CORRECTIONS

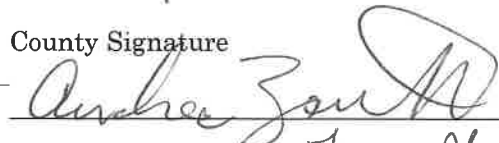
18.19 Paycheck Deduction Corrections

It is understood by the parties that the County can take deductions from employee paychecks to correct prior under collections in instances where the County has secured the permission of the affected employee(s) to do so. When County payroll becomes aware that one or more paycheck adjustments are necessary to correct an under collection of required deductions in a prior pay period, including but not limited to deductions for taxes, benefits (except voluntarily elected employee benefits), or retirement contributions, or pursuant to a court order, the County shall notify the affected employee(s) and SEIU as soon as possible, and where possible, will notify SEIU three business days before notifying the employee(s) with any details known at the time of notification. The County will work with the affected employee(s), and, if the employee chooses, SEIU, to obtain the affected employees' consent to make the required paycheck adjustment(s). If the deduction in question is confidential in nature, SEIU will be notified of the situation but will not be given the names of the affected employee(s). Employees will be informed that SEIU is available if the employee chooses to contact the Union for assistance.

For repayment of voluntarily elected employee benefits, a promissory note signed by the employee shall not be required. However, the County shall work with the employee to establish a mutually-agreed upon repayment plan. In the event an agreement cannot be reached, the County shall make necessary deductions evenly over a time span no less than double the number of pay periods missing the required payment. For example, if the deductions were owed for two pay periods, the County shall deduct the delinquent amount equally over four pay periods.



County Signature

JA  1/4/23

SEIU Signature

Jana Blunt 1/4/23

Date: 1/4/2023

TENTATIVE AGREEMENT

UNION PROPOSAL 11 V3

ARTICLE 6.14: DISCIPLINARY INVESTIGATIONS

Date:	01/04/2023
County Counter 2 to SEIU Local 1021	UP11 v3 (Union Counter to County Counter)
MOU Section(s):	Article 6.14 <i>Disciplinary Investigations</i>

PROPOSAL:

Add Article 6.14 *Disciplinary Investigations* as follows:

An employee who is suspected of misconduct or violating County or department policy, or Special District's Personnel Rules, may be placed on paid Administrative Leave pending investigation of such claims. ~~When a~~ An employee, who is suspected of misconduct or violating County or department policy, or Special District's Personnel Rules, may be is placed on Paid Administrative Leave pending the County's, ~~unpaid leave, or is otherwise suspended from work as a result of a county disciplinary investigation.~~ Within two (2) business days of placement on leave, the employee they shall be provided with written notice of the leave, which will include the initial reason ~~of for the basis for of the investigation. for said investigation in writing within two (2) business days, or as soon as practicable from their supervisor, manager, or an investigating party in the Human Resources department.~~ This Section 6.14 is not grievable or arbitrable.



 County Signature

TA  1/4/23

 SEIU Signature  1/4/23
 Date: 1/4/2023

TENTATIVE AGREEMENT

COUNTY PROPOSAL #3 V.2

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.4 Salary – Extra-Help To Extra-Help Or Permanent Appointment

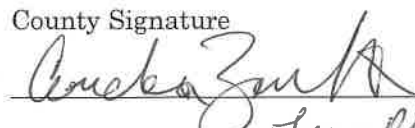
~~An extra-help employee who is appointed to a different extra-help position in any class and without a break in service shall be paid at a salary step in the appropriate salary scale which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.~~ An extra-help employee who is appointed to an allocated part-time or full-time position ~~or on an extra-help~~ or on an extra-help basis in any class with the same A-step or lower, and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, the in-amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

An extra-help employee who is appointed to an allocated part-time or full-time position or on an different extra-help basis in any class with a higher A-step, position in any class and without a break in service, shall be paid at a salary step in the appropriate salary scale of the new class which is nearest, but not less than, 5% greater than the amount to that of the step received in the classification held immediately prior to such appointment, but not greater than the maximum salary step of the new class.

Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.



County Signature

TA  1/18/23
SEIU Signature  1/18/23

Date: 1/18/2023