SEIU Local 521 proposal

Package Deal

October 23,2024

SEIU reserves the right to add, modify, and delete to the following proposal

1. All TA that have been signed by both parties and including Tentative Agreement for Public Defenders that has not been signed.
2. Proposal 8 Workload we will address at the labor management meeting
3. Proposal 11 New Section Performance Evaluation allowing a steward being present at EPR if requested
4. Proposal 16 Bilingual Pay accepting the additional languages proposed by the county.
   - The County agrees to pay $50.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bi-lingual abilities, and $ 100.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bi-lingual abilities.
5. Proposal 24 Grievance Article VIII
   - Binding Arbitration
6. Proposal 21 and 22 Certification pay
7. Proposal 25 and 26 Uniforms and tool allowance and adding the Boot allowance
8. Proposal 32 Article V Section 4 Stand by and Availability Pay will be reviewed at labor management meetings
9. Compensation and classification language – The County and the Union will be able to present to either party 10 compensation and classifications per year, totaling no less than 30. The criteria that will be used is retention, wage standards and recruitment. These will be in addition to the compensation and classifications already proposed by the County.
10. Wages
    - 2024 - 6 % wage
    - 2025 – 2 % wage – reopener cola
    - 2026 – wage reopener and cola reopener
    - $750 one time bonus

11 Temp and Extra help and CMJ will be merged into one contract

12 All side agreements go into the MOU

SEIU Local 521 proposal

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SEIU Local 521 proposal language for AB 1484 for temp employees and Extra Help
SEIU RESERVES THE RIGHT TO MODIFY, DELETE OR ADD TO THE FOLLOWING PROPOSALS
October 23,2024

1. Modify the recognition clause to add that the MOU also applies to temporary employees as defined in Government Code section 3507.7(a)(1)(A).
2. If the temporary employees who have been hired to perform the same or similar work that is performed by permanent employees in the bargaining unit are in different classifications than permanent employees, modify the listing of represented classifications in the MOU to include the classifications such temporary employees occupy.
3. Apply all existing provisions in the MOU equally to temporary employees, and extra help employees including but not limited to the grievance arbitration procedure, just cause protection and other due process provisions, and step scale and step increase language.
4. Add a new article to the MOU which states that temporary employees who are later hired into permanent positions in the bargaining unit shall be granted seniority and other credits and benefits (i.e., for purposes of a longevity article) for all time served as a temporary employee.
5. Add a new article to the MOU which states that the employer is obligated to select temporary employees and also extra help who apply for permanent positions in the bargaining unit over external candidates for the position if the temporary employe or extra Help employees is equally or more qualified than the external candidate
6. The employer shall notify all temporary employees and extra help employees who have been added to the bargaining unit that SEIU Local 521 is their recognized employee organization.
7. The employer shall schedule all temporary employees who have been added to the bargaining unit for a new employee orientation, even if they have attended one before. The provisions of the parties' new employee orientation agreement shall apply.

SEIU LOCAL 521 PROPOSALS TO Kern County

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

SEIU Proposal #8 ~~8~~

10/23/24

Article III Section 12

Workload

A. Within the first 6 months of this Agreement, the parties agree to meet and confer to determine or develop workload standards for a unit, or to re-evaluate already agreed upon workload standards for Department of Human Services, Aging and Adult Services, Child Support Services, and Behavioral Health and Recovery Services, including distribution of monolingual non-English cases and any other department.
~~A. bargaining unit :~~

B. The parties agree to have up to 5 Union representatives and up to 5 County representatives at each departmental Labor Management committee, to address workload in the departments pursuant to Subsection above. The Union shall select their representatives their representative to address workload issues.

SEIU LOCAL 521 PROPOSALS TO Kern County

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SEIU Proposal #11

10/23/24

Performance Evaluations.

Employee performance evaluation reports are submitted to the Human Resources Division at the three and six month probationary dates, and annually on the hiring anniversary date. For those employees subject to a twelve month probationary period, evaluation reports are filed at three, six, nine and twelve month intervals from date of hiring, and thereafter annually on the employee's anniversary date. The evaluation form, which specifies the due date, will be sent to each department head approximately two pay periods in advance.

An employee can elect to have a Union Representative for their Performance Evaluation meeting.

Process. The mechanics of the performance evaluation are explained in the Rater's Guide for Employee Performance Reports. Department heads are to ensure the employees are counseled on their performance. The employee's signature is required on the report. An employee who disagrees with the rating may file a written statement of reasons within 30 days after the date the evaluation is finalized~~prepared~~. This statement must be signed by the employee and department head and attached to each copy of the rating form.

~~**If employee disagrees with their EPR at the department head level, the employee can request binding mediation.**~~

Record Maintenance. The Chief Human Resources Officer maintains records of evaluation ratings for use in promotional examinations, determining order of layoff and reinstatement, and for recommendations relating to transfer, demotion, and removal. The department retains a copy for the employee's file. The original is placed in the employee's official personnel file.

Termination. A performance evaluation report must be completed when employment is terminated, including retirement. These reports may be used if reinstatement or reemployment is considered.

Evaluation ratings shall be confidential except that employees may, upon application at the County Human Resources office, ascertain their own rating.

SEIU LOCAL 521 PROPOSALS TO Kern County

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

~~An employee can elect to have a Union Representative for their Performance Evaluation meeting.~~

Special Performance Evaluations. A special performance evaluation should be completed when a change of raters occurs within an annual cycle and at any time for commendation or disciplinary action.

Proposal from SEIU 521 to Kern County

SEIU reserves the right to add, modify, and delete to the following proposal.

Proposal 16

10/23/24

Bi-lingual Pay

A. The County agrees to pay $50~~25~~.00 per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring verbal bi-lingual abilities, and $ 100.00~~50.00~~ per pay period for those pay periods in which an eligible employee is assigned to a designated position requiring written bi-lingual abilities.

B. Employees that are known to possess bi-lingual skills but who are~~e~~ not receiving bi-lingual pay will not ~~normally~~ be called upon to use their skill~~, except when circumstances prevent the use of a designa'ted bi-lingual employee~~. ~~Ir a non-designated employee is frequently called upon to provide bi-lingual service, the department head will consider designating the position as bi-lingual.~~

C. Effective July I, 2022. the County will establish its own bi-lingual certification program with the Human Resources Division. Existing employees seeking bi-lingual certification will have testing priority over non-employees. Employees shall be able to test once annually for bi-lingual certification through the County program on paid County time.

D. The following languages are considered threshold language(s) for the County and are eligible for bi-lingual pay:

- Spanish
- Tagalog
- Punjabi
- Ilokano

E. If additional threshold languages are added, the County and the Union agree to meet within 30 days to discuss expanding this Article to include additional languages eligible for bi-lingual pay.

Proposal 21
10/23/24

Section 9. Air Quality Engineering Certification Pay

Bi-weekly certification pay in the amount of 58% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or registration issued by the State of California as a Professional Engineer, Land Surveyor, Geologist, or Architect:

Air Quality Engineer I-C Air Quality Engineer II-C Air Quality Engineer III-C

Section 10. Accountant Certification Pay

Bi-weekly certification pay in the amount of 58% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses one of the following certifications: Certified Public Accountant {CPA) certification, Certified Fraud Examiner {CFE) certification, Certified Internal Auditor (CIA) certification, or Certified Information Systems Auditor (CISA) certification. This certification pay only applies to those classifications listed below in the office of the Auditor/Controller/County Clerk. Additional certification pay shall not be paid for obtaining more than one certification:

Accountant I Accountant II Accountant Ill Senior Accountant

Section 11. Building Inspector Certification Pay

Bi-weekly certification pay in the amount of 58% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the

employee possesses two of the following five certifications: International Code Council (ICC) Certification in (a) building inspection, (b) electrical inspection, (c) mechanical inspection, or (d) plumbing inspection; OR (e) an Office of State Health Planning and Development (OSHPD) Class A Certification. Additional certification pay shall not be paid for obtaining more than two certifications:

Building Inspector

Building Inspector Specialist

Principal Building Inspector

Supervising Building Inspector

Bi-weekly certification pay in the amount of 58% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classi tications, provided the employee possesses one of the following certifications: International Code Council {ICC) Certification in (a) building inspection, (b) electrical inspection, (c) mechanical inspection, or (d) plumbing inspection: OR (e) an Office of State Health Planning and Development (OSHPD) Class A Certification. Additional certification pay shall not be paid for obtaining more than one certification:

Construction Project Inspector I

Construction Project Inspector II

Construction Project Inspector Ill

Supervising Construction Project Inspector

Section 12. Road Maintenance Worker Certification Pay

Bi-weekly certification pay in the amount of 58% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the classification of Road Maintenance

Proposal 21
10/23/24

Worker III, provided the employee possesses a Pesticide/Herbicide Certificate issued by the State of California.

Section 13. **POST Certified Classifications**

The following classifications, designated with a "C" are for employees who possess a POST Intermediate Certificate issued by the State of California Commission on Peace Officer Standards and Training. Certification pay for possession of an Intermediate Certificate is 7% of bi-weekly base salary:

Park Ranger - C

Senior Park Ranger - C
Supervising Park Ranger - C

The following classifications,designated with a "C-A" are for employees who possess a POST Advanced Certificate issued by the State of California Commission on Peace Officer Standards and Training. Certification pay for possession of an Advanced Certificate is 5% of bi-weekly base salary:

Park Ranger - C
- A Senior Park
Ranger - C - A
Supervising Park Ranger - C - A

Employees who possess both an Intermediate and Advanced POST Certificate shal) be compensated a total on 12% of bi- weekly base salary pursuant to 7% Intermediate Certificate and 5% Advanced Certificate.

Section 14. Evidence Technician Certification Pay

The following classifications, designated with a "C" are for employees who possess a Latent Print Examiner (LPE) Certification issued by the International Association for Identification (IA!). Certification pay for possession of the LPE Certification is 5~~8~~% of bi-weekly base salary:

SEIU LOCAL 521 PROPOSALS TO Kern County

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Proposal 21
10/23/24

Evidence Technician I - C Evidence Technician II - C

Section 15. Other Certification Pay

The County agrees to meet and confer with the Union regarding the County's certification pay practices and to consider possible additional certification and/or incentive pay programs

Section 17. Nurse Certification Pay

Registered Nurses employed by the County shall receive premium pay equal to 5~~8~~% of their regular base salary for possessing and maintaining a nationally recognized certificate in the medical specialty in which they are working.

Employees who are officially assigned the role of "Charge" by their supervisor or designee, on any given shift or any position shall receive a premium pay in addition to their regular rate for every hour worked during that shift as follows:

- RN rate= $3.00 per hour
- LVN, MA or other approved "Charge:= $2.00 per hour

~~8.~~

~~A.~~

A. ~~Section 19.~~.

SEIU LOCAL 521 PROPOSALS TO Kern County

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roposal 21
0/23/24

~~Sheriffs Dispatcher Training Officer Pay~~

Section 18. Sheriff Dispatcher Training Officer Pay

The Sheriff-Coroner, in its sole discretion, may maintain a training program for Dispatchers and Dispatch Assistants. As part of the program, the Sheriff-Coroner will assign, in its sole discretion, personnel in the Dispatcher Assistant and Dispatcher I/II classifications to serve as Dispatcher Training Officers.

~~A.~~B. While assigned as a Dispatcher Training Officer, employees shall receive assignment pay equal to 5% of their base salary.

~~Nurse Practitioner Certification Pa~~

SEIU LOCAL 521 PROPOSALS TO Kern County

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Proposal 21
10/23/24

Section 19. Nurse Practitioner

Nurse Practitioners shall receive a special certification pay equivalent to 15% of their regular biweekly base salary for possessing and maintaining a Psychiatric-Mental Health Nurse Practitioner (Across the Lifespan) Certification (PMHNP- BC), FNP Family Nurse Practitioner while employed in a perm~~1~~anent position by the Behavioral Health and Recovery Services Department.

Section 20. Workforce Development Apprenticeship Pay

Employees of Employers' Training Resource shall receive a special apprenticeship pay equivalent to 5~~5~~% of their regular biweekly base salary upon successful completion of the Workforce Development Apprenticeship Program (WDAP), while employed in a permanent position by the Employers' Training Resource Department.

Section 21

Behavioral Health Special Assignment Pay

Employees in the classifications of Clinical Supervisor, Vocational Nurse I/II, and Behavioral Health Nurse I/II/Ill assigned to the Psychiatric Evaluation Center (PEC) Team shall receive a PEC Subacute Nurse special assignment pay equivalent to I0% of their regular biweekly base salary. PEC Subacute Nurse Pay shall only be paid to employees during the period the employee is an active nurse on the PEC Team and shall stop upon removal from the applicable team and/or change of subacute duties. Employees eligible for PEC Subacute Nurse Pay will be designated by the Director of the Behavioral Health and Recovery Services or their designee.

Employees in the classifications of Behavioral Health Unit Supervisor I/II, Behavioral Health Nurse I/II/Ill, Behavioral Health Recovery Specialist I/IT/Ill, and Behavioral Health

SEIU LOCAL 521 PROPOSALS TO Kern County

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

Proposal 21
10/23/24

Therapist 1/ll assigned to the Mobile Evaluation Team (MET) shall receive a MET Field Responder special assignment pay equivalent to 10% of their regular biweekly base salary. MET Field Responder Pay shall only be paid to employees during the period the employee is an active nurse on the MET Team and shall stop upon removal from the applicable team and/or change of field responder duties. Employees eligible for MET Field Responder Pay will be designated by the Director of the Behavioral Health and Recovery Services or their designee.

Section 22.

Probation Program Specialist Trainer Pay

Probation Program Specialist trainer pay of 5~~5~~% of base hourly pay will be paid to those Kem County Probation Department employees who are actively engaged in training other employees in curricula of validated, evidence-based programming for youth and adults. To receive the training incentive pay, employees must receive approval by the Chief Probation Officer or their designee to conduct the subject training. The 5% trainer pay will be paid on an hourly basis and shall be paid only for the hours spent providing the training.

Section 23- **NEW**

Public Defender Investigators Certification Pay

Bi-weekly certification pay in the amount of 5% of bi-weekly base salary shall be paid to all employees occupying a permanent County position in the following classifications, provided the employee possesses a license or ~~certification;~~certification of the following Private Investigator License through the state of California, Certificate in Criminial Defense Investigations through California Defense Investigators Training Academy, ~~;~~

Public Defender Investigator series.

SEIU LOCAL 521 RESREVES THE RIGHT TO MODIFY AND DELETE AND ADD TO THE FOLLOWING PROPOSAL

SEIU LOCAL 521 Proposal to Kern County

Proposal 24

10/23/24

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE OBJECTIVES:

To informally settle disagreements at the employee-supervisor level.

To provide an orderly procedure to handle the grievance through each level of supervision. To correct, if possible, the cause of the grievance to prevent future complaints.

To promote harmonious relations among employees, their supervisors, and departmental administrators. To assure fair and equitable treatment of all employees.

To resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS: The following terms, as used in the Article, shall have the following meaning:

Grievance: A complaint by an employee, alleging a violation of this Agreement, rules, and regulations (except Civil Service Commission rules) or policies governing personnel practices and working conditions. A grievance may also be filed when the employee believes an injustice has been done because of an unfair application or deviation from a departmental policy.

Day: Calendar Day, exclusive of Saturday, Sunday. and County holidays.

Employee: Any employee in the classified service of the County, regardless of status.

Immediate Supervisor: The person who assigns. reviews, or directs the work ofan employee.

Superior: The person to whom an immediate supervisor reports.

Representative: A person who appears on behalfofthe employee.

Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the County.

EXCLUSIONS

1. ~~Work assignments, unless the complaint arises out of an allegation that the employee was required to work out-of classitication in violation of County Ordinance Code and did not receive out-of-classification pay, or unless there is evidence the assignment of work is a form of disciplinary action.~~

2. ~~Classi tication and salary matters relative to classifications.~~

3. ~~Appeals involving demotions. dismissals, salary increment denials, suspensions, promotions, separations, and examination procedures. (These matters are within the Civil Service Commission's authority.)~~

4. County policy and ordinance questions. including subjects involving newly established or amendments to existing Board of Supervisors' resolutions, ordinances, or minute orders, unless the allegation is that they aree not uniformly administered.

5. Work performance evaluations.

6. Impasses in meeting and conferring upon terms of a proposed Agreement.

7. Grievances filed after 20 days from date of occurrence, or after 20 days from the date the employee had knowledge of an occurrence (but in no case later than I year from date of occurrence).

TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

I. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.

2. The grievance procedure shall not limit the right of any employee to present a grievance individually.

3. An employee may have a representative present at all steps of the grievance procedure.

4. Reasonable time in processing a grievance will be allowed during regular working hours with advanced supervisor approval. Supervisory approval will not be unreasonably withheld.

5. Only a person selected by the employee from within a recognized employee organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.

6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.

7. Grievances ofanof an identical nature concerning the same subject matter may be consolidated.

INFORMAL GRIEY ANCE DISPOSITION

Within 20 days from the occurrence of the issue that gave rise to the complaint, or within 20 days from the employee's knowledge of the occurrence (but no later than I year from the date of occurrence), an employee will promptly and informally meet to discuss the complaint with his/her/their immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within 5 days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

Grievance forms arc available in the department for this purpose.

FORMAL GRIEVANCE PROCEDURE

The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held no later than 5 days from receipt of thesupervisor's informal response or within IO days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any. and the desired solution, in writing on the grievance form. together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee within 5 days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the original grievance form within 5 days of the close of the formal meeting.

Step 2. If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the next higher level of supervision and department head jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and his/her/their representative, if requested, within IO days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made. in writing, on the original grievance form to the employee by the department head within 10 days from the close of the formal meeting.

Step 3. If the employee is not satisfied with the decision of the department head, he may appeal the decision to the Chief Human Resources Officer (CHRO) within 5 days from receipt of the department head's decision. In his/her/their appeal to the CHRO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CHRO or his/her/their designee will review the original grievance, all supporting documents, the department head's response, and the remedy requested. and issue a written decision within IO days of receipt of the grievance.

If the employee is not satisfied with the decision of the CHRO or his/her/their designec, the employee may, within 30 days of receipt of the decision, submit the grievance through the Union to arbitration by written request to the CHRO. In the event the Union determines not to advance a matter to arbitration, the employee shall have no independent right to advance the matter to arbitration.

If the grievance is submitted to arbitration, the grievant. his/her/their representative, if any, and the CHRO, or his/her/their designee, shall, within 5 days of receipt of the grievant's request, set a date for a meeting to:

I) Attempt to settle the grievance.

2) Agree to any stipulations.

3) Agree upon the issue statement. (Issue statement will reflect issue as presented in original grievance as written on grievance form).

4) Select an impartial arbitrator.

SELECTION OF THE ARBITRATOR

If the parties fail to agree on an arbitrator, a list of 5 neutrals will be jointly requested from either the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list. with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory: the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

The arbitrator will ~~not~~ have the power to add to, subtract from, or otherwise modify the provisions of any Agreement, Rules. Regulations, or Ordinances of the County of Kern.

The arbitrator will confine himself/herself/~~themself~~themselves to the issue submitted.

The arbitrator's decision shall be binding upon all parties and any monetary awarded ~~by the arbitrator shall be limited to a maximum of$5,000.00 for individual grievants and $25,000.00 for group grievants. The Board of Supervisors may consider any proposed monetary awards above these maximum amounts~~

Proposal 25
10/23/24

Section 5. Uniform Allowance

A. Certain permanent full-time and part-time employees of the County are required by departmental regulations to wear specific uniforms. The County will determine the number of uniforms, and methods and amounts of procurement. Payment for uniform allowance shall be for active-duty periods only.

The County of Kern agrees to officially establish these uniform requirements by resolution, and further agrees to reimburse employees for actual costs of replacement of uniforms, or portions thereof, whenever a change in uniform requirements is approved by the Board of Supervisors and makes it necessary for employees to purchase new uniforms or portions thereof.

B. The following classifications shall receive an annual uniform allowance of $700.00.

Security Attendant Series (formerly titled Facility Attendant Series)

Sheriff's Aide Series

C. The following classifications shall receive an annual uniform allowance of $700.00:

Automotive Service Worker Series Construction Project Inspector*

Disposal Site Gate Attendant Series*

Engineering Aide Series*

Engineer Series*

Engineering Technician Series* Maintenance Painter*

Public Health Fleet Specialist*

Road Maintenance Worker Series Road Maintenance Worker Series

SEIU LOCAL 521 PROPOSALS TO Kern County

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

Proposal 25
10/23/24

Traffic Signal Technician Series

Waste Management Aide

Waste Management Specialist

Waste Management Technician

Waste Management Support Supervisor

Only those positions required to wear an orange shirt.

D. The following classifications shall be provided, through a uniform supply company, either 3 or 5 shirts, and /or 3 or 5 pants, or smocks and/or coveralls as provided per week, as required by the dcpa1tment's uniform policy:

Air Conditioning Mechanic Aircraft Mechanic

Animal Care Worker Series Auto Parts Storekeeper Series Automotive Mechanic Series Building Services Worker Series

Equipment Maintenance Superintendent Equipment Operator

Federal Excess Property Specialist Fire Equipment Mechanic

Fire Equipment Service Worker Fire Equipment Technician

Fiscal Support Tech (Fire Warehouse) Garage Shift Supervisor Groundskeeper Series

Heavy Equipment Helper

Heavy Equipment Mechanic Series Heavy Equipment Service Worker Mail Clerk Series

Maintenance Carpenter

Maintenance Electrician Maintenance Painter Maintenance Plumber Maintenance Worker Series Mower Repair Mechanic

Office Services Series (OHS Registrar) Park and Aquatic Specialist

Park and Aquatic Supervisor Park Attendant

Park Supervisor

Reprographics Production Tech Series Stock Clerk

SEIU LOCAL 521 PROPOSALS TO Kern County

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

Proposal 25
10/23/24

Storekeeper Series

Structural Maintenance Superintendent Supervising Heavy Equipment Mechanic

Tree Trimmer Series Warehouse Supervisor Wastewater Specialist Series Wastewater Technologist Wastewater Plant Op Series

E. The following classifications shall receive an annual uniform allowance of $700.00:

Fire Dispatch Series

Sheriff Dispatch Series

A. The following classifications shall receive an annual uniform allowance of $12900.00:

Airport. Security Officer Series

Airport Operations and Security Officer

Animal Control Officer Series

Park Ranger Series

~~Section 6~~Sewage Treatment Plant Operators shall receive uniforms (shirts/pants) through a uniform supply company selected by the County.

A yearly boot allowance of $300 to be paid to classifications required to wear safety boots. To be payable every year.

The County shall provide each qualified employee covered by this MOU with an annual allowance of $300 to cover the costs of purchasing boots necessary to perform the duties of their job. Employees will be reimbursed for their purchases with proof of receipt.

The uniform allowance will be payable bi-weekly with the annual allowance divided by 26.089. The County shall provide patches and chevrons for uniforms.

Any other classification that is deemed necessary to have a uniform allowance shall meet and confer to determine eligibility.

SEIU RESERVES THE RIGHT TO MODIFY, DELETE, OR ASS TO THE FOLLOWING PROPOSAL
PROPOSAL 26
10/23/24

Tool Allowance

A. Employees required to provide their own hand tools, will have said tools insured by the County.

1. This insurance shall apply for only those tools required by the department. A list of said tools will be kept on file by the department.

2. The insurance will provide coverage, after $100.00 deductible paid for by the employee, for theft (evidence that a theft occurred is required) or fire damage. Such insurance coverage is limited to fire or theft on County premises.

B~~8~~. The County will replace tools that are broken on the job through normal use in accordance with the County claims review process as provided in Section 318 of the Kern County Policy and Administrative Procedures Manual.

A. Employees ~~certified by their department head as persons~~ required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of $~~93~~50.00 per year, ~~increasing to $400.00 with payroll period 2007-25, and increasing to $450.00 with payroll period 2008-12 (except as provided in D below);~~ payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.

B. The tool allowance will be payable bi-weekly with the annual allowance divided by 26.089.

SEIU RESERVES THE RIGHT TO MODIFY, DELETE, OR ASS TO THE FOLLOWING PROPOSAL
PROPOSAL 26
10/23/24

~~B. Members of the following employee classifications, certified by their department head as persons required to provide tools and/or specialized equipment, will qualify for tool allowance at the rate of $225.00 per year, increasing to $275.00 with payroll period 2007-25, and increasing to $325.00 with payroll period 2008-12, payable one-half at the completion of the 12th pay period, and one-half at the completion of the 25th pay period each fiscal year.~~

~~List: Mechanics Helper Classifications~~

~~C. The tool allowance will be payable bi-weekly with the annual allowance divided by 26.089.~~

Proposal from SEIU 521 to Kern County

SEIU reserves the right to add, modify, and delete to the following proposal.

Proposal 32

10/23/24

A. Standby

I. Definition of Standby - Only after first seeking volunteers. an employee who is required during off-duty hours to remain "on-call" on the County's premises or elsewhere or under conditions so circumscribed that he/she/they cannot use the time ~~effectivelyeffectively~~ for his/her/their own purposes is working while "on-call." Employees who are working while "on-call" are on "standby." An employee who is not required to remain on the County's premises or elsewhere and is merely required to leave word at his/her/their home or with County officials where he/she/they may be reached, or is merely required to be available via a communications device, is not working while "on-call" and shall not be considered on "standby." This definition of"standby" is intended to be the same definition as •·working while on-call" which is contained in 29 CFR 785.17 and to duplicate the definition of compensable standby (i.e., working while "on-call") found in the Fair Labor Standards Act as it is presently interpreted.

2. Compensation for Standby - An employee required by the department head 10 be on stand-by duty shall receive one-quarter of his/her/their hourly pay, or the federal minimum wage. , whichever is higher for the hours required to be on stand-by. Employees on stand-by duty, who are ~~c~~called back to work, shall not receive stand-by pay while in a called-back status.

3. A department head seeking to10 place employees on standby duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.

B. Availability Pay

Proposal from SEIU 521 to Kern County

SEIU reserves the right to add, modify, and delete to the following proposal.

Proposal 32

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I. Due to urgent situations, employees in certain classifications must frequently be available to report to work outside their regular work schedule, upon request of their department head or designee. Such employees shall be required to carry a communications device to ensure their availability. The department head shall not impose conditions, which so restrict the employee that the employee is on standby as defined by Article V, Section 4.A, unless the employee is placed on standby.

2. As compensation for being available to respond to such situations, those employees shall receive either

(I) a biweekly allowance equal to 5% of their biweekly base salary, or (2) one-quarter of his/her/their hourly pay for the hours required to be available. Employees required to respond shall not receive the one- quarter pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay.

3. A department head seeking to place employees on availability duty shall first, make a reasonable effort to solicit volunteers prior to mandating any employee in Standby/Availability.

4. Employees required to remain available shall not receive the one-quarter pay for the hours that they receive full compensation, including any 2-hour minimum call back overtime pay.

5. Employees required to provide an after-hour service response, but who do not return to work, shall be eligible for a minimum of 30 minutes call back overtime pay, and compensated for the actual time they work over 30 minutes rounded to the nearest tenth of an hour.

Proposal from SEIU 521 to Kern County

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Proposal 32

10/23/24

~~6~~. Employees who return to work shall be eligible for the 2-hour minimum call back overtime pay, but if called back multiple times within the 2 hours, will only receive compensation for the 2 hours or the total time actually worked, whichever is greater.

~~7~~. Classifications eligible to receive availability pay shall include all classifications listed in Appendix A of this Agreement.

~~8~~. The parties agree to meet and confer regarding the addition of other classifications to Appendix A at any time during the term of this Agreement. The Chief Human Resources Officer is authorized upon agreement with SEIU to add additional classifications to those eligible for availability pay and shall maintain a list which is incorporated by reference into this agreement.

Availability Pay- Additional Work Units

In the event that SEIU identifies additional work units in which employees arc specifically required to be available for after-hours emergency/urgent response for the protection of public safety or property and/or for the maintenance of systems that impact public ~~satety~~safety or property, the parties agree to meet and confer regarding inclusion of the work unit in a category of availability pay.

Article V, Section 4 is intended to govern all of the standby and availability rights of the employees covered by this Agreement. None of the Ordinance Code or provisions relating to standby or availability pay shall apply to those employees. Both parties agree to address Standby and Availability concerns/ issues/matters at the Labor Management Meetings