

**Side Letter of Understanding  
Between Tulare County  
and the  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

This side letter is to confirm that the County of Tulare and the Service Employees International Union, Local 521 (SEIU) for Units 1, 2, 3, 4, 6, and 7 met and conferred on the U.S. Supreme Court issued decision on *Janus v. AFSCME* that deemed collecting agency fees unconstitutional for agency shop unions. In addition, Governor Brown signed into law Senate Bill 866 (SB 866) and Senate Bill 1085 (SB 1085). SB 866 amends and creates new State law regulating: (1) how public employers and employee organizations manage organization membership dues deductions; (2) how public employers communicate with employees about their rights to join or support, or refrain from joining or supporting, employee organizations; and (3) making the location of employee orientations confidential. SB 1085 provides that the County grant employees upon request from the employee organization a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union.

It is the County's intent to remain compliant with Federal and State law as outlined in *Janus*, Senate Bill 866 and 1085.

**ARTICLE 5  
COMMUNICATIONS AND WORK ACCESS**

**Bulletin Boards and Communications**

The County agrees to allow the Union to use the County official bulletin boards for purpose of posting notices of Union meetings, Union elections and election returns, Union appointments to office and Union recreational or social affairs in Departments where the Union has represented members. The Union agrees that notices shall not include encouragement of any job actions against the County; political endorsements or political statements of candidates running for government offices; or any content that would otherwise violate County policy. Material encouraging employee job actions shall not be posted. The Union agrees to limit the posting of such notices to its bulletin board space and shall bear responsibility for the content of the literature. The County may reject or remove any and all postings which the Human Resources Director determines to be not in compliance with these requirements.

The County agrees the Union can post materials that bear the official letterhead and/or logo, provided that at such time that a posting is removed in accord with this article, the following procedure will be reinstated:

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

**Orientation Presentation**

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

The Union will be given 10 days notice of group orientation meetings **and be provided the names and bargaining unit of any new hires in bargaining unit(s) covered by this MOU expected to attend new employee orientation session.** A representative of the Union will be invited into the meeting room and introduced by a staff member from HR&D at the conclusion of the formal orientation prior to the dismissal



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of the group. The HR&D representative will also inform the employees that if their classification is represented by SEIU, then the representative would like to speak with them after the orientation. After such introduction and announcement, the HR&D representative shall announce that the formal orientation is concluded and that if they are not meeting with a Union representative they are dismissed. The SEIU representative may then meet with the new SEIU represented unit employees in the orientation meeting room in a small group or individually for fifteen (15) minutes after the conclusion of the orientation meeting.

### **Work Location Access**

The Union shall be able to designate fifteen (15) representatives (SEIU employees) for access to County work sites. The County agrees to allow authorized Union staff access to those employee lunch rooms which are used by employees in Units represented by the Union. A lunch room is defined as a specific space designated by the County for employees to take their meal break. Unofficial lunch rooms, rooms used by employees but not designated as lunch rooms are not lunch rooms for the purposes of this article. For County departments which have secured or safety sensitive locations, the County will provide alternative meeting locations. Lunch room access shall only be before and after work and during designated lunch periods and shall be for the purpose of disseminating information to and servicing represented employees. Such access shall not be used to promote or encourage job action(s). The Union shall provide the Human Resources & Development department 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.

Authorized Union representative access to work locations for the purpose of investigating grievances as prescribed herein. The County agrees to provide a current listing of work locations and scheduled lunch times for employees represented by the Union.

## **ARTICLE 7 DUES DEDUCTIONS**

The Union shall have the regular dues **and other voluntary deduction(s)** of its bargaining unit members deducted from their paychecks under the following procedures;

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues/**voluntary** deductions directly to the Union and not to the County. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the County.

The Union will provide to the County an updated, certified deduction list of bargaining unit members who have provided written authorization for deductions. The County will **make** deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the County on a weekly basis of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and will provide the County, an updated, certified deduction list noting any specific changes from the last list provided to the County. The County shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Union with deduction authorization forms is submitted to the Payroll department in sufficient time to permit normal processing of the change or deduction. The County will implement the change(s) in the pay period following the County's receipt of such notification. The Union will pay the County's standard administrative fees for payroll deductions, which is currently estimated at \$.03 per employee for all dues paying bargaining unit members, per pay period. Upon written notice from **either the County or the Union**, the parties agrees to reopen and meet within 30 days to **discuss either increasing or decreasing** administrative fees.



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Following the County's deductions of these administrative fees, the County will transmit the balance of funds to the Union no later than thirty (30) days after such deductions occur.

In cases where an employee is not paid for a portion of the pay period and her/his salary is insufficient to cover part or all of the withholding of union dues or the statutory withholding obligations exceed the withholding of Union dues, or the employee is temporarily assigned out of the bargaining unit, there shall be no withholding. In the case of an employee who is receiving long-term leave benefits during a pay period, no deduction shall be made. All legally mandated and statutory tax, required deductions for health care insurance deductions and Section 125 dependent care and medical reimbursement accounts, shall have priority over union dues unless the affected employee authorizes otherwise in writing to the Union and the County.

Indemnification/Hold Harmless Clause

The Union agrees to indemnify and hold harmless the County against all claims, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this Section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

**ARTICLE 8  
PAYROLL DEDUCTION**

~~The County shall collect the Union dues and insurance premiums through payroll deduction. These monies and a list of the employees for whom funds are deducted shall be forwarded to the Union as soon as practicable after such deduction is made. This clause only applies to bargaining units where the Union is the Certified Representative and is subject to related provisions in the County of Tulare Employment Relations Policy.~~

~~The Union agrees to indemnify and hold harmless the County against all claims, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this Section. This clause shall continue in effect during the term of this MOU and while negotiations are continuing and impasse has not been declared.~~



**Union Representative Leave of Absence (SB 1085/Government Code 3558.8):**

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent bases under the following procedures:

1. The Union officer or steward shall submit a written request to the department head at least 10 business days in advance of the requested leave. The request shall specify it is being made pursuant to SB 1085 and include dates/duration, classification, and bargaining unit.
2. No more than two (2) employees per **bargaining** unit shall be on leave at the same time **pursuant to this section**; ; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. If employee is due a merit increase during the SB 1085 leave, the merit increase shall be delayed one full pay period for each full pay period the employee is on leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
3. The Union shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employees on leave, per pay period. **This administrative fee only applies to an employee on the union representative leave of absence section of this article.**
4. Reimbursement by the Union shall occur within 30 days of **the** County billing the Union. The leave of absence will be approved if it does not interfere with the performance of County services and department operations. If the leave is denied, the County will provide the Union with written notification of impacted operational needs. The Union shall provide the County with alternate leave dates for the leave to occur **which shall be granted by the County.**

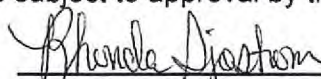
At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position **and location** they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the County is held liable for any such act, omission or injury, the Union shall indemnify and hold harmless the County.

This side letter of agreement was reached through the meet and confer process with SEIU Local 521 on these topics, this side letter of agreement is subject to approval by the Board of Supervisors.

  
For SEIU Local 521

2/12/19  
Date

  
For Tulare County  
Rhonda Sjostrom

2/12/19  
Date