



Human Resources and Development COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: July 9, 2013

| | | |
|---|---|---|
| Public Hearing Required | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Scheduled Public Hearing w/Clerk | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Published Notice Required | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Advertised Published Notice | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Meet & Confer Required | Yes <input checked="" type="checkbox"/> | N/A <input type="checkbox"/> |
| Electronic file(s) has been sent | Yes <input checked="" type="checkbox"/> | N/A <input type="checkbox"/> |
| Budget Transfer (Aud 308) attached | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Personnel Resolution attached | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |

CONTACT PERSON: Jeffrey T. Cardell PHONE: 636-4900

SUBJECT: Approval of Side Letter Agreements with Service Employees International Union Regarding Work Schedules in the Dispatch Center of the Sheriff's Office and the Impact of the Contracting for the Provision of Medical and Mental Health Services

REQUEST(S):

That the Board of Supervisors:

Approve the side letter agreements between the County and the Service Employees International Union (SEIU) regarding work schedules in the Dispatch Center of the Sheriff's Office and the impact of the contracting for the provision of Medical and Mental Health services.

SUMMARY:

In recognition of the impact work schedules have on the delivery of service and potential for overtime the Sheriff's Office has proposed a new work schedule for the Dispatch Center. Authorized representatives for the County and SEIU have met and conferred regarding the proposed schedule and have reached an agreement on a six month pilot basis to measure the effectiveness of the new schedule. The agreement is memorialized in the form of a side letter which is attached.

In addition, authorized representatives for the County and SEIU have conducted a number of meetings to discuss the impact of contracting for the provision of Medical and Mental Health Services in the Criminal Justice facilities and have reached agreement. The agreement in this case has also been memorialized in the form of a side letter which is attached.

SUBJECT: Side Letter of Agreement with Service Employees International Union

DATE: July 9, 2013

FISCAL IMPACT/FINANCING:

The side letter addressing work schedules in the Sheriff's Dispatch Center will result in reduced overtime expenses. The cost of continuing Criminal Justice incentive pay will be absorbed within the HHSA budget allocation.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes Organizational Performance to provide for the stability of County operations through periods of economic fluctuations and changing priorities and service demands.

ADMINISTRATIVE SIGN-OFF:

Jeffrey T. Cardell
Human Resources Director

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s): Side Letter Agreements between Tulare County and the Service Employees International Union

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF Side Letter of)
Agreements with the Service)
Employees International Union)

RESOLUTION NO. _____
AGREEMENT NO. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD July 9, 2013
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

That the Board of Supervisors:

Approved the side letter agreements between the County and the Service Employees International Union (SEIU) regarding work schedules in the Dispatch Center of the Sheriff's Office and the impact of the contracting for the provision of Medical and Mental Health services.

SIDE LETTER OF AGREEMENT
between
the County of Tulare
and
the Service Employees International Union, Local 521

This side letter of agreement between Tulare County (County) and the Service Employee International Union- Local 521 (SEIU) is to confirm that the parties have met and conferred in good faith regarding the impact of the decision to contract for medical and mental health services at the County's Criminal Justice facilities effective July 1, 2013 (approved by the Board of Supervisors on June 11, 2013).

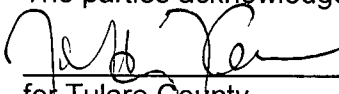
For background purposes regarding the additional pay for employees at a Criminal Justice facility providing direct patient services, the Memorandum of Understanding between the County and SEIU (August 1, 2012 – June 30, 2014), states in part, "Any Unit 4, 6, and 7 employees covered by an agreement to 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 on an actual hours worked basis "

For additional background purposes on June 3, 2013, SEIU accepted the County's position on the SEIU impact proposals concerning priority placement, severance in the form of salary and/or health insurance continuation and length of the reemployment list. In addition SEIU accepted the extension of the period of time that employees have to respond to the layoff notice from ten to fourteen days (May 29, 2013) On June 12, 2013, SEIU also withdrew its proposal of y-rating the pay for affected employees who take a lesser paid position as a result of the layoff for a period of one year or less.

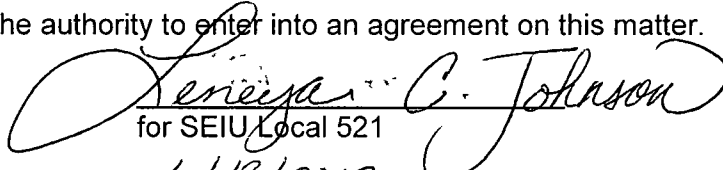
The parties have further agreed to the following:

- 1) That the County will pay each employee, who would have otherwise earned the 15% additional pay for providing direct patient services in a Criminal Justice facility, the additional pay of 15% of their base hourly salary for actual hours worked, not to exceed eighty (80) hours per pay period. The additional pay will be provided for twelve (12) pay periods commencing with the first full pay period following approval of this side letter of understanding by the Board of Supervisors. The only employees that are eligible, for this additional pay, are those employees that provided direct patient services at a Criminal Justice facility and that are employed by the County during the twelve (12) pay periods when the additional pay is being paid.
- 2) Consistent with County practice, that employees who were issued a lay-off notice as a result of the County's decision to contract for the above-cited services and who accepted employment in a job classification with a lower benefit amount, shall retain the benefit amount of their previous job classification.
- 3) That SEIU withdraws its request and waives any right it may have to meet and confer regarding the decision of the County to contract out for medical and mental health services at the County's Criminal Justice facilities.
- 4) SEIU agrees it will not file an unfair labor practice charge, claim, suit, or any other legal action on its own or on behalf of the represented workers who were affected by or laid off as a result of or transferred arising from or in connection with the decision to or impact of contracting out for medical and mental health services at the County's Criminal Justice Facilities.

The parties acknowledge that they have the authority to enter into an agreement on this matter.



for Tulare County
6/24/13
Date



for SEIU Local 521
6/19/2013
Date

SIDE LETTER OF UNDERSTANDING
between
the County of Tulare
and
the Service Employees International Union, Local 521

This side letter is to confirm that the County and the Service Employees International Union, Local 521 (SEIU) met and conferred, and came to a verbal agreement which is being confirmed with this side letter, concerning implementing a new shift schedule for Emergency Dispatchers in the Sheriff's Office, Emergency Dispatch Unit.

The new shift schedule will be a six (6) month pilot program commencing in July 2013 and continuing through December 2013. This will allow for two shift rotations to occur during this period of time. The pay period remains the same.

Furthermore, starting with the first cycle in July, Emergency Dispatchers will be able to pick their shift based on their seniority, which will occur every three (3) months. Seniority shall be based upon an employee's most recent date of hire with the County. Additionally, we agreed that Emergency Dispatchers I's and II's would be grouped together for shift selection purposes based on seniority and Emergency Dispatcher III's would be in a separate group for shift selection purposes based on seniority. However, after the shifts have been selected, the management of the Emergency Dispatch Unit will review the schedule to ensure that each shift has a sufficient number of experienced dispatchers to provide for effective services. If it's determined that sufficient experience is lacking on a particular shift or rotation, management reserves the right to make the necessary adjustments to employee's shifts or schedules to ensure satisfactory coverage.

It is also understood that Emergency Dispatchers I's and II's will not select the same days off for more than three (3) consecutive shift rotations, while Emergency Dispatcher III's will not select the same days off for more than two (2) consecutive shift rotations.

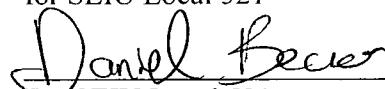
We agreed to meet again on November 12th, 2013 to discuss the pilot program. At that time, the County and SEIU will review the amount of overtime used in comparison to the same time period in the previous year. Additionally, the Sheriff's Office will provide an update on the Emergency Dispatch unit's staffing level.

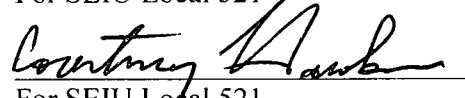
Attachment: Shift Schedule


for Tulare County

7/1/13
Date


for SEIU Local 521


For SEIU Local 521


For SEIU Local 521

7-1-13
Date