

Most Recent OE3 and County Proposals

October 22, 2021- OE3 to County

Article 35. Term

The Union Tentatively Agrees with County proposal for a one year MOU Term.

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on January 1, 2017, 2022 and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of December 31, 2020 2022. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. by, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

Article 3. Salary Adjustments

Section (1). During the term of this MOI. The following Cost of Living Adjustments (COLA) of 5.9% for all members of the bargaining Unit to be paid the first pay period after January 1, 2022.

Classifications and Ranges will be updated in the addendums.

Background:

Currently the Western States CPI for September 2021 is listed at 5.3% and the Social Security Cost of living increase for 2022 is listed at 5.9%. Clearly just to stay level the Union is requesting 5.9% COLA for all members of the bargaining Unit to be paid the first pay period after January 1, 2022.

Section 1a American Rescue Plan Act of 2021- Union Proposal

In recognition of The Tuolumne County OE3 Unit Employees close proximity to the high-risk populations of the County during the COVID-19 Pandemic; the County will provide a one-time amounts of:

\$5000 a one-time payment to all members of the bargaining Unit to be paid the First pay period after ratification and Board of Supervisors approval.

Background:

The County of Tuolumne received a total of 10 million dollars to be paid in two installments. The ARP allows the County to provide premium pay to essential workers; The Counties position or the perception is the Board of supervisors is concerned with public comment should they give money to the employees. Remember your employees are also for the most part members of the community and they are voters your constituents. The Union is requesting you make an investment in your biggest asset which are your employees who keep the services flowing to the county you

serve and they live in. As you can see, the Union has pared down its request. The county is already offering monies to DSA and Management Units and not to the OE3 Units which has been taken as an insult by a majority of your employees.

Article 6 Retention Pay

Retention Incentive Pay: County agrees to add a 5 yr. incentive and increase each existing incentive by 2.5% in exchange for eliminating the increase at 30 yrs.

Years of continuous County Service Salary increase:

5 years 2.5%

10 years 5%

15 years 7.5%

20 years 10%

25 years 12.5%

30 years No increase

The Union tentatively agrees with the Counties proposal.

Article 14. Cafeteria Plan

Cafeteria: County proposes to increase Family coverage by \$40 per month.

The Union tentatively agrees with the Counties proposal.

Section E. Life and Accidental & Dismemberment Insurance

The Union understands the requested amount of \$50,000 is already in MOU.

Article 16 Leave provisions

Section A: Holidays

Holiday: County agrees to add Juneteenth (County ordinance already requires County to follow designated federal holidays)

The Union Tentatively agrees with the Counties proposal.

Section B Vacation

The Union withdraws this item and rejects the counties proposal to create PTO instead.

Section C Sick Leave

- 9 Annual Sick Leave Conversion Plan**
Any employee who has not taken more than 36 hours of sick leave during the 12 (twelve) month period beginning the first pay period in July and ending the

second pay period in June of each year shall be entitled to convert up to 36 hours of unused sick leave to pay.

The Union maintains this item.

Section G Jury Duty Leave

The Union withdraws this item.

Section I Administrative Leave

(1) Work site Closure. Should a County work site be temporarily closed because of an emergency such as but not limited to, a Fire, a power outage or Sickness.

A Employees whose buildings have been temporarily closed maybe reassigned to a work site in the same geographical area.

B. Regular County employees scheduled to work, but who are directed to not report to work or are sent home, shall receive their regular pay for that scheduled shift.

C. After the first day of closure of a county work site and the County is unable to reopen the work site, or is unable to obtain an alternative work site in the same geographical area, the employee will be compensated for that day(s) shift.

D. Should a County work site be closed and those regular employees who are required to come to work as part of essential services will receive premium compensation at one and one-half (1 ½) times the employees base hourly rate of pay.

E Should the closure last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of reassignment outside their geographical area. The employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of reassignment unless the Chief Administrative Officer makes an articulable finding that the employees' services are essential to the continued operation of the county and the employee will be compensated at one and one-half (1 ½) times the employees base hourly rate of pay.

The Union maintains this item:

Back Ground:

The Union understands the County wants to address this as a policy meet and confer. We are in negotiations and The Union prefers to deal with it now and is agreeable as always to discuss the Language to meet an agreeable wording.

Article 33 Union Dues

Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than Employer. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following Employer's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first of the pay period following Employer's receipt of the written certification of revocation or modification. Neither the Employer nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

In accordance with Government Code 1157.12, the Union agrees to hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against Employer for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding. The Employer agrees to notify the Union as soon as practicable, but no later than three calendar days, of any claim or notice of potential claim it believes to be covered by this provision. The Union shall have full discretion and authority with regard to defending the litigation, including but not limited to directing the strategy and selecting the responsible legal representatives.

The Union is holding to this language as it reflects the current legal practice.

MOU Addendum - County of Tuolumne Professional Division

Section (4). Protective Services Differential – Department of Social Services

In recognition of the additional difficulty and stress associated with working in Protective Services, Social Workers in that division will receive a ~~five (5%)~~ **Seven & one half (7.5%)** percent salary differential.

Back Ground:

Just as the patrol Deputies are out and about in the Community The Social workers are dealing with the same or similar part of the Community without Body Armor, Firearms or other protective gear and mostly without the assistance of Law Enforcement. They are alone.

Article 11. Uniform Allowance

Uniform Allowance – County agrees to increase from \$150 to \$300

The Union Tentatively agrees with the Counties proposal.

Article 5. Pay Differential

The Union withdraws this Item

MOU Addendum - County of Tuolumne Roads Operations Division

Article 5. Pay Differential

Upon successful completion of a one hundred sixty (160) hour training program, employees classified as a Road Worker & Senior Road worker shall receive a twenty-five (\$0.25) cent per hour pay differential for each hour assigned to perform as a heavy equipment operator, provided, that such assignment exceeds five (5) hours in any given standard tour of duty.

The Union withdraws this item

Section B. A uniform allowance of ~~four hundred dollars (\$400)~~ **Six Hundred Dollars (\$600)** a year paid in two (2) increments during the month of July and January each fiscal year will be provided for the purchase of prescription safety glasses, safety boots, a safety coat, shirts with a County seal replica, trousers, hats and gloves. The department will determine minimum standards for the safety boots, coats, shirts and trousers. The purchase of trousers, hats and gloves, the employee's safety boots, shirts and coat must meet the minimum standards as determined by the department. For the duration of this agreement it should be understood that steel-toed boots are not required. Should the department want to require steel-toed boots, they shall meet and confer with the association on this topic.

Uniform allowance – County agrees to increase from \$400 to \$600

The Union Tentatively agrees with the Counties proposal.

Article 5. Pay Differential

Union Counter proposal

E. Call back pay

Anytime an employee returns to active duty at the request of the Department Head or Supervisor after said employee has been released from active duty and has left the workstation, said employee shall be entitled to callback compensation. And paid over time at time and one half (1 ½ per hour) In the event that an employee responds to a callback and then determines for whatever reason, he/she does not wish to or cannot work, the employee will not receive the callback compensation.

Back Ground:

Currently because holiday time is not considered time worked for overtime calculations. During the holiday season, which is, also the time employees are called back because of storm damage employees do not receive over time unless they have reached 40 hours. The intent of this counter proposal is to pay the employees for the time they would normally be off with family during the holidays / Storm season.

MOU Addendum - County of Tuolumne Skilled Trades Division

Article 5. Shift Differential

Employees who work ~~four (4)~~ (2) two hours or more in a shift shall be paid shift differential at the following rates:

3:00 p.m. to 11:00 p.m. shift - \$6.50 per shift
11:00 p.m. to 7:00 a.m. shift - \$9.00 per shift

The Union holds to this position.

MOU Addendum - County of Tuolumne Employees Association

Article 5. Pay Differential

The Union withdraws this item

Article 7. On-Call Pay

Animal Control Officers

Compensation for on-call Animal Control Officers shall be compensated as stated below in this article and shall exclude any other call back or on-call compensations outlined in other articles of the MOU.

Animal Control Officers who are released from active duty but are required by their department to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to on-call duty. While on on-call duty, an Animal Control Officer shall be free to use the time for his or her own purposes.

On-call duty requires that Animal Control Officers so assigned shall: (1) wear a department issued pager and cell phone, and leave a telephone number where they can be reached; and (2) be able to respond to duty within a reasonable period of time.

Assigned Animal Control Officers shall receive on-call pay in the amount of ~~\$2.75/hr~~ \$3.50 hr from the time they are released from active duty but not before the regular

conclusion of shift, until they are back on active duty or the Animal Control work day starts. For each call back, assigned on-call Animal Control Officers shall receive overtime pay from the time they leave their home until the time they return to their home or commence their work day.

County proposes to increase on-call pay for Animal Control Officers from \$2.75 to \$3.00/hr

The Union Tentatively agrees with the Counties proposal.

Article 11. Uniform Allowance

Animal Control Officers and shall receive an annual uniform allowance in the amount of ~~five hundred dollars (\$500.00)~~ **six hundred dollars (\$600)** Fifty percent (50%) of the allowance is payable during the period of July through December and fifty percent (50%) is payable January through June of each fiscal year. Employees on non-industrial disability or a leave of absence are not eligible to receive the allowance while on such leave. Once returned to full duty, the allowance will be pro-rated based on date of return to work.

County agrees to increase uniform allowance for Animal Control Officers from \$500 to \$600

The Union Tentatively agrees with the Counties proposal.

November 4, 2021- County to OE3

Tentative Agreements as of 10/22/21:

- Contract Term:
 - 1 Year
- Cafeteria:
 - County proposes to increase Family coverage by \$40 per month
- Holiday:
 - County agrees to add Juneteenth
- Addendum Specific:
 - Professional Division:
 - Uniform Allowance – County agrees to increase from \$150 to \$300
 - Roads Operations Division
 - Uniform allowance – County agrees to increase from \$400 to \$600
 - Regular Division
 - County proposes to increase on-call pay for Animal Control Officers from \$2.75 to \$3.00/hr
 - County agrees to increase uniform allowance for Animal Control Officers from \$500 to \$600

In response to the proposal provided by OE3 on October 22,2021, here is the Board of Supervisor's response to the remaining proposed items:

- Salary Adjustments:
 - 3% COLA for all members of the unit
 - American Rescue Plan Act – See Settlement Proposal Package
- Retention Incentive Pay:
 - County is offering to increase retention incentive further to align with other County bargaining units. See chart below:

Years of continuous County Service	Salary increase
5 years	2.5%
10 years	5%
15 years	10%
20 years	15%
25 years	20%
30 years	No increase

- Annual Sick Leave Conversion:
 - County will agree to allow the conversion of 36 hours of sick leave to cash for employees who have not taken more than 36 hours in the preceding 12 months, provided the employee maintains a balance of 120 hours of sick time.
- Worksite Closures:
 - No change
- Union dues:
 - County proposes the following language revisions:
Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than Employer. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following Employer's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first of the pay period following Employer's receipt of the written certification of revocation or modification. Neither the Employer nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

In accordance with Government Code ~~11591157.12~~, the Union agrees to hold the Employer, its elected and appointed officials, employees and agents harmless from any and all claims, demands, suits or other forms of liability that may arise against Employer for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding. The

Employer agrees to notify the Union as soon as practicable, but no later than three calendar days, of any claim or notice of potential claim it believes to be covered by this provision, however the Employer's failure to meet this three calendar day timeline will not in any way to release the Union of its obligations to defend the Employer under this paragraph. The Union shall have the responsibility for defending the litigation, including selecting the legal representation but it shall notify the Employer of proposed counsel and Employer shall have the opportunity to object to proposed counsel. The Union will work collaboratively with the Employer in regards to directing the litigation strategy.

- Vaccine Mandate Incentive
 - Members who are in classifications subject to a CDPH vaccine mandate will receive sick leave in an amount equivalent to one shift per shot.
- Addendum Specific:
 - Professional Division:
 - Protective Services Differential – No increase
 - Skilled Trades Division
 - Shift differential to apply when working 2+ hours within shift – No change
 - Roads Division
 - Call back pay – no change

Settlement Proposal Package

- This is a settlement package proposal, for settlement purposes only, and contingent upon respective membership ratification on or before November 19, 2021. If OE3 does not ratify the package proposals, the County reserves the right and will revert back to its October 14, 2021 proposals. In the event that the unit can ratify a contract by November 10, 2021, staff will bring the item to the Board on November 16, 2021 with the intent of including the changes in the next payroll.

As an incentive to reach agreement and in recognition of a ratification vote, the County will provide a one-time advanced prorated payment based on FTE in the amount of \$1,500 (i.e. .5 FTE = \$750; .75 FTE = \$1,175) the first full pay period following Board approval of the new MOU to OE3 benefited members who are permanent employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic; and the County will provide a one-time advanced payment of \$500 the first full pay period following Board approval of the new MOU to OE3 classifications that contain relief employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic.