

5/2/23

SEIU to County @ 9:55 a.m

MASTER TABLE UNION PROPOSAL - May 2, 2023

Section 12.9 – Educational Leave and Tuition Reimbursement Fund

a) Tuition Re-imbusement and Educational Leave

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

b) CountyWise Classes

One hundred thousand dollars (\$100,000) is hereby allocated in each fiscal year from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 521 represented workers only.

Five (5) workers shall be selected by the Union to participate in the quarterly meetings of the Training Liaison Group.

c) Eligibility

Workers are eligible to participate in the educational leave and tuition reimbursement programs provided:

~~1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)~~

1. If the worker is receiving tuition reimbursement from any other government agency or charitable source, the county's contribution to tuition reimbursement shall be capped at the amount not covered by the other sources that are providing tuition reimbursement to the worker.

2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.

3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time

off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.

4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

d) **Disapproval**

Management may disapprove an application for tuition reimbursement and/or educational leave provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.
3. The County and the Union agree to schedule an expedited grievance arbitration within 30 calendar days of Step II response.

e) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed two three thousand dollars (\$23,000.00) in each fiscal year. Meals, lodging, and transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

f) **Deduction Authorization**

The worker shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a

- passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
 3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).
- g) **Make-up Time**
Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.
- h) Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:
1. Failure to successfully complete the course or obtain a passing grade of C or above;
 2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
 3. Leaving County employment before completion of the course (except if laid off).

Section 12.10 – Joint Training & Career Development Training Fund & Committee

The County and the Union agree that a comprehensive workforce planning and development program will be jointly developed and implemented. The goal is to implement a culture that values and invests in lifelong learning and enhanced career opportunities. The work of the training fund will include the development of training programs as a result of position eliminations. Through the work of the Fund, we can achieve greater employee retention, satisfaction, including an increase in hard to fill vacancies filled, that result in improved quality and services to the community. This program does not limit any other educational leave provisions or allocated monies outlined in Article 12, to which an employee may be entitled.

Any SEIU 521 represented employee who works at least twenty (20) hours per week, with a minimum of one (1) year continuous service in any classification represented by

the Union immediately prior to receipt of application is eligible for the program.

A. Joint Training & Career Development Fund Committee

The County and the Union agree to the creation of a Joint Training, Retraining and Career Development Fund and of a Committee to oversee the allocation of monies from the fund in furtherance of the objectives outlined in this article.

Among the options for utilizing this fund, it is the intent of the parties to leverage existing training organizations, including, but not limited to, the Coalition of SEIU Unions Taft-Hartley Trust when such organizations have proven, established programs that can be made available to County workers quickly. In order to access the resources of the Coalition of SEIU Unions Taft-Hartley Trust the County will not object to being bound by the terms of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund, provided that the financial obligation will not exceed what is available through the Joint Training & Career Development Fund.

The Committee may by mutual agreement also allocate funds from the Fund to the Educational Leave and Tuition Reimbursement Program and the Continuing Education Fund should the initial allotment not be sufficient to meet the needs of applicants in any fiscal year.

The committee shall consist of nine (9) County representatives and nine (9) Union representatives (one from each bargaining unit and one staff representative, who shall meet monthly within thirty (30) days of ratification, to work towards addressing the following:

- Create job shadowing programs, paid apprenticeship and internship programs for identified hard to fill positions;
- Develop preceptor roles, including pay for training new employees in various critical positions;
- Develop a career navigator program and roles to assist unit employees in navigating promotional and training opportunities within the County;
- Jointly create a process to identify and forecast hard to fill positions and where positions will be vacated due to natural attrition;
- Develop and implement process for training participants to promote into vacant positions for which they have completed training or are otherwise eligible, including recommendations for Merit System Rule Changes.

The committee shall operate as a partnership with shared decision-making about participations, selection, development, implementation, and evaluation of proposed training programs commensurate with a training implementation plan for each course that shall be developed.

B. Funding

The County hereby agrees to contribute an amount equal to .22% percent of the gross annual payroll of the SEIU 521 collective bargaining unit as of December 31 of the preceding year to the Fund, in each year of the Agreement, beginning with a pro-rated contribution of .11% of the December 31, 2022 payroll on July 1, 2023 and the full .22% contribution annually commencing on January 1, 2024.

Unused funds for the Fund shall remain in escrow with the Fund for training and program development.

C. Educational Leave

Workers approved to participate in a training program pursuant to this Section or other approved training programs under Article 12, shall participate with pay, not to exceed sixteen (16) hours in any one (1) week, to attend classes during regular working hours. The parties agree that permission to qualified candidates shall not be denied for staffing reasons unless the number of hours of paid training time in a department exceeds 2.5% of the scheduled hours of work in any month. In cases where permission must be denied for this reason, the department will endeavor to balance the opportunity for educational leave over time.

Workers participating in the program under this section only, shall commit to remain in the County for at minimum two (2) years. Failure to remain for this duration shall result in the worker reimbursing for all hours (up to sixteen hours per week) related to Educational Leave.

Section 12.11 – Bereavement Leave

Section 12.12 In-Service Education Programs – No Change CCL

The County and the Union may meet and confer on any existing in-service programs or proposed programs during the term of this Agreement at the department level.

Section 12.132 – State, Federal and/or County Required Continuing Education Fund

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State, Federal and/or County required continuing education.

a) **General Provisions**

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of

eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing education courses. There are three eligibility periods. The first is between June 15, 2022~~0~~ and June 13, 2023~~1~~. The second is between June 14, 2023~~1~~ and June 12, 2024~~2~~. The third is between June 13, 2024~~2~~ and June 11, 2025~~3~~. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.
5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) **State, Federal and/or County Mandated Continuing Education Reimbursement**

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.
3. Lodging, travel and other incidentals are not reimbursable under this fund.
4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.12(a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of cost and proof of course completion for required continuing education classes and subject to the availability of funds.

5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

c) **Reasons for Denial**

Management may disapprove an application for reimbursement under this provision provided:

1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

Section 12.143 – State, Federal, and/or County Required Licensure/Certification Reimbursement

Only workers whose classifications have mandated State, Federal and/or County licensing and/or certification requirements shall be eligible for reimbursement of costs of the mandated County, Federal and/or State required license and/or certification. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual cost of the licensure/certification no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of cost and proof of receipt showing renewed license/certificate.

Section 12.14 – Education Reimbursement Committee

~~The County and the Union will meet every six (6) months to review funds under Section 12.9 (a) and Section 12.12 and procedures for encumbering funds under Section 12.9 (a-d). By mutual agreement, the parties may agree to transfer money between the funds for better utilization and/or change procedures for encumbering funds under Section 12.9 (a-d).~~

