

35. Request from the Human Resources and Development Department to approve salary increases for Unrepresented Employees in Specified Bargaining Units and other benefits and compensation changes in accordance with the following: For Unrepresented employees in Bargaining Units 10, 11, 19, 20, and 21 a 4% salary increase effective July 2, 2023, and a 3% salary increase effective June 30, 2024. (This does not apply to County Elected Officials and the Board of Supervisors.) For Unrepresented employees in Bargaining Unit 9 (Probation Institution Supervisor and Probation Officer-Supervisor), a 4% salary increase, a 3% equity increase effective July 2, 2023, and a 4% salary increase effective June 30, 2024. For Unrepresented Attorneys in Bargaining Units 11 and 20, as included in the attached Exhibit A, a 2% equity increase effective June 30, 2024. For Unrepresented Fire Battalion Chiefs in Bargaining Unit 19, a 5% equity increase effective July 2, 2023. Increase in Bilingual Pay from \$0.50 per hour to \$0.63 per hour. Continuation of the County's matching contribution (\$1.00 County dollar contributed for every \$4.00 employee dollars contributed, up to a maximum of \$2,000 in a calendar year) in the Deferred Compensation program. The County will increase the maximum contribution from \$2,000 to \$2,250 in a calendar year effective January 1, 2024. Continuation of the funding for the Minimum Benefit Amount for Health Plan Years 2024 and 2025 for employees participating in the County health plan whose Benefit Amount may be less than the premium amount for Anthem PPO \$750 deductible employee-only plan. For employees enrolled in an SJVIA health plan, Employee+Family tier level, the County shall contribute an additional \$25 per pay period (24 pay periods) effective with the 2024 health plan year and \$25 for the 2025 health plan year. Approve a new Administrative Regulation No. 50 establishing policies and procedures regarding a cell phone stipend for unrepresented, Fair Labor Standards Act (FLSA) exempt county employees, to be effective July 1, 2023.



Human Resources & Development

COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

LARRY MICARI
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: June 13, 2023 REVISED

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	N/A
Personnel Resolution attached	N/A
Agreement(s) attached	N/A

CONTACT PERSON: Lupe Garza PHONE: 559-636-4900

SUBJECT: Approve Salary Increases for Unrepresented Employees in Bargaining Units 9, 10, 11, 19, 20, and 21 and Other Compensation and Benefit Changes

REQUEST(S):

That the Board of Supervisors:

Approve salary increases for Unrepresented Employees in Specified Bargaining Units and other benefits and compensation changes in accordance with the following:

1. For Unrepresented employees in Bargaining Units 10, 11, 19, 20, and 21 a 4% salary increase effective July 2, 2023, and a 3% salary increase effective June 30, 2024. (This does not apply to County Elected Officials and the Board of Supervisors.)
2. For Unrepresented employees in Bargaining Unit 9 (Probation Institution Supervisor and Probation Officer-Supervisor), a 4% salary increase, a 3% equity increase effective July 2, 2023, and a 4% salary increase effective June 30, 2024.
3. For Unrepresented Attorneys in Bargaining Units 11 and 20, as included in the attached Exhibit A, a 2% equity increase effective June 30, 2024.
4. For Unrepresented Fire Battalion Chiefs in Bargaining Unit 19, a 5% equity increase effective July 2, 2023.
5. Increase in Bilingual Pay from \$0.50 per hour to \$0.63 per hour.
6. Continuation of the County's matching contribution (\$1.00 County dollar contributed for every \$4.00 employee dollars contributed, up to a maximum of \$2,000 in a calendar year) in the Deferred Compensation program. The County will increase the maximum contribution from \$2,000 to \$2,250 in a calendar year effective January 1, 2024.
7. Continuation of the funding for the Minimum Benefit Amount for Health Plan Years 2024 and 2025 for employees participating in the County health plan whose

SUBJECT: Approve Salary Increases for Unrepresented Employees in Bargaining Units 9, 10, 11, 19, 20, and 21 and Other Compensation and Benefit Changes
DATE: June 13, 2023

Benefit Amount may be less than the premium amount for Anthem PPO \$750 deductible employee-only plan. For employees enrolled in an SJVIA health plan, Employee+Family tier level, the County shall contribute an additional \$25 per pay period (24 pay periods) effective with the 2024 health plan year and \$25 for the 2025 health plan year.

8. Approve a new Administrative Regulation No. 50 establishing policies and procedures regarding a cell phone stipend for unrepresented, Fair Labor Standards Act (FLSA) exempt county employees, to be effective July 1, 2023.

SUMMARY:

The County Administrative Office has determined that the County is in a position to grant salary increases and other compensation changes for Fiscal Years 2023/24 and 2024/25. There are 835 full-time allocated positions in Bargaining Units 9, 10, 11, 19, 20, and 21. This includes local agency executives as defined in California Government Code § 3511.1 but excludes other County elected officials and the Board of Supervisors. A 3% equity increase is recommended for Unit 9 (Probation Institution Supervisors and Probation Officer-Supervisors), and 5% for Fire Battalion Chiefs in Unit 19 due to salary compaction within levels. Due to retention and recruitment challenges, a 2% equity increase is also being recommended for unrepresented Attorneys in Units 11 and 20 (Exhibit A) effective June 30, 2024.

The County recognizes the need for translation services in order to conduct efficient services to our community. It has been approximately 20 years since the current rate of bilingual pay was established. We are recommending an increase for this important skill from \$0.50 per hour to \$0.63 per hour.

The County's match contribution to the Deferred Compensation program encourages more employees to participate in the program and to save for retirement. The match for Unrepresented employees will increase by \$250 from \$2,000 to \$2,250 effective January 1, 2024.

The Minimum Benefit Amount for the Health Plan is to ensure that employees will have a benefit amount that is sufficient to pay for the premium charged for the Anthem PPO \$750 deductible employee-only medical, dental, vision, and life insurance coverage. Effective with the 2024 and 2025 Health Plan Years, the County will contribute an additional \$25 per pay period (24 pay periods) toward insurance premiums for those enrolled in the SJVIA health plans, employee plus family tier level.

Administrative Regulation No. 50

According to a 2022 study conducted by Oxford Economics and Samsung, 85% of businesses have adopted some form of cell phone stipend program and are finding that these programs facilitate remote work, provide work-life integration for employees, assist in the consolidation of devices, boost productivity, and in some cases reduce costs. To realize similar benefits for the County workforce, the proposed Administrative Regulation

SUBJECT: Approve Salary Increases for Unrepresented Employees in Bargaining Units 9, 10, 11, 19, 20, and 21 and Other Compensation and Benefit Changes
DATE: June 13, 2023

No. 50 (AR 50) establishes a \$55 per month cell phone stipend program for unrepresented County employees who are classified as exempt under the Fair Labor Standards Act, effective July 2, 2023.

Participation in the proposed program would be voluntary, subject to Department Head approval, and subject to the employee entering and complying with the requirements of a Maintenance and Security Agreement (Agreement), to ensure that personal cell phones meet uniform security standards for conducting County business in accordance with the County Mobile Device Policy. The proposed monthly stipend of \$55 would be prorated and paid to eligible employees over 26 pay periods, starting in the first full pay period after the Agreement is fully signed.

FISCAL IMPACT/FINANCING:

If approved, this action will result in increased salary costs of approximately \$9,799,669 increased benefit costs of \$58,871, and a maximum cellphone stipend cost of \$825,116 (assuming the participation of every unrepresented, FLSA exempt employee) for Fiscal Years 2023/24 and 2024/25.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Strategic initiative 4 – Organizational Performance calls for the County to promote an organization that continuously demonstrates the value of its employees and provides a qualified, productive, and competitively compensated County workforce.

ADMINISTRATIVE SIGN-OFF:

/s/Lupe Garza
Lupe Garza
Human Resources Director

Cc: County Administrative Office

Attachments:

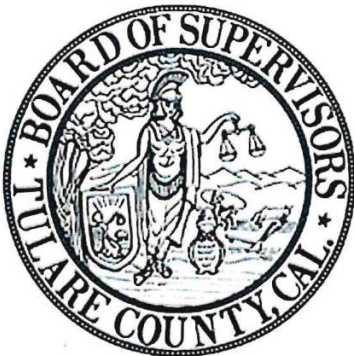
Exhibit A - Unrepresented Attorneys
Exhibit B - AR 50 – Cell Phone Stipend Program
Exhibit C - Sample Maintenance and Security Agreement

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

IN THE MATTER OF Approve Salary)
Increases for Unrepresented Employees) Resolution No. 2023-0527
in Bargaining Units 9, 10, 11, 19, 20, and)
21 and Other Compensation and Benefit)
Changes)

UPON MOTION OF SUPERVISOR VANDER POEL, SECONDED BY
SUPERVISOR SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF
SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 13, 2023, BY THE
FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND
TOWNSEND
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk

* * * * *

1. For Unrepresented employees in Bargaining Units 10, 11, 19, 20, and 21 a 4% salary increase effective July 2, 2023, and a 3% salary increase effective June 30, 2024. (This does not apply to County Elected Officials and the Board of Supervisors.)
2. For Unrepresented employees in Bargaining Unit 9 (Probation Institution Supervisor and Probation Officer-Supervisor), a 4% salary increase, a 3% equity increase effective July 2, 2023, and a 4% salary increase effective June 30, 2024.
3. For Unrepresented Attorneys in Bargaining Units 11 and 20, as included in the attached Exhibit A, a 2% equity increase effective June 30, 2024.
4. For Unrepresented Fire Battalion Chiefs in Bargaining Unit 19, a 5% equity increase effective July 2, 2023.

5. Increased in Bilingual Pay from \$0.50 per hour to \$0.63 per hour.
6. Continuation of the County's matching contribution (\$1.00 County dollar contributed for every \$4.00 employee dollars contributed, up to a maximum of \$2,000 in a calendar year) in the Deferred Compensation program. The County will increase the maximum contribution from \$2,000 to \$2,250 in a calendar year effective January 1, 2024.
7. Continuation of the funding for the Minimum Benefit Amount for Health Plan Years 2024 and 2025 for employees participating in the County health plan whose Benefit Amount may be less than the premium amount for Anthem PPO \$750 deductible employee-only plan. For employees enrolled in an SJVIA health plan, Employee+Family tier level, the County shall contribute an additional \$25 per pay period (24 pay periods) effective with the 2024 health plan year and \$25 for the 2025 health plan year.
8. Approved a new Administrative Regulation No. 50 establishing policies and procedures regarding a cell phone stipend for unrepresented, Fair Labor Standards Act (FLSA) exempt county employees, to be effective July 1, 2023.

HRD
6/13/2023
JJB

EXHIBIT A

Unrepresented Attorneys

Unrepresented Attorneys in Bargaining Units 11 and 20, a 2% Equity Salary Increase effective June 30, 2024.

<u>Job Code</u>	<u>Job Classification</u>
081452	Attorney - Supv Child Support
018502	Attorney, Chief Child Support
045502	Attorney - Supv-N
045500	Attorney - Supv
003402	Assistant District Attorney
033402	Chief Deputy District Attorney
004202	Assistant Public Defender
015200	Chief Deputy Public Defender
004812	Attorney - Civil I
004822	Attorney - Civil II
004832	Attorney - Civil III
004842	Attorney - Civil IV
004852	Attorney - Civil V
007422	Chief Deputy Co Cnsl-CPS
007472	Chief Deputy Co Cnsl-Hearing
007432	Chief Deputy Co Cnsl-Land/Jus
007462	Chief Deputy Co Cnsl-Litigate
007442	Chief Deputy Co Cnsl-Pers



COUNTY OF TULARE

ADMINISTRATIVE REGULATION

Cell Phone Stipend Program

AR 50

Page 1 of 3

Policy Type	Personnel Practices
Policy Name	AR 50 – Cell Phone Stipend Program
Resolution Number	2023-
Effective Date	July 1, 2023

PURPOSE

The purpose of this policy is to implement a Cell Phone Stipend Program (“Program”) that facilitates the use of technology to conduct County business, promote work-life integration, assist in the consolidation of devices, boost productivity, increase security, and in certain cases, reduce the costs associated with providing cell phones to County employees.

SCOPE

All unrepresented County employees who are classified as exempt under the Fair Labor Standards Act (“FLSA exempt”) and meet the eligibility criteria of this policy may elect to receive a monthly cell phone stipend.

POLICY GUIDELINES

Effective July 1, 2023, the County will implement the Program for unrepresented FLSA exempt employees who, at the discretion of their Department Head or designee, may benefit from using a cell phone to conduct County business.

Participation in the Program is voluntary, and subject to the employee entering into and complying with the requirements of a Maintenance and Security Agreement (“Agreement”). Employees are neither required nor entitled to receive a monthly cell phone stipend pursuant to this Program, but those who do must enter into the Agreement and comply with its requirements. The Employee or the Department Head may terminate the Agreement, and as a result, the employee’s monthly cell phone stipend at any time and for any reason.

1. POLICY ADMINISTRATOR

County Department Heads, the Human Resources Director, and the Information Technology Director, or their designees, shall be responsible for administering this policy.

Department Heads shall:

- a. Determine employee eligibility to participate in the Program in accordance with Section 2 of this policy.

The Human Resources Director shall:

- a. Issue the stipend in accordance with Section 3 of this policy.
- b. Maintain an active record of employees participating in the Program.

The Information Technology Director shall:

- a. Define the maintenance and security requirements for personal devices in accordance with Section 5 of this policy.
- b. Provide regular maintenance and security compliance reports to the Human Resources Director.



COUNTY OF TULARE

ADMINISTRATIVE REGULATION

2. ELIGIBILITY CRITERIA

All Unrepresented FLSA exempt employees are eligible to participate in the Program, subject to the approval of their Department Head or designee, entering into an Agreement with their Department Head, and complying with its requirements (**Attachment A**). Compliance with maintenance and security standards will be monitored by the Information and Communications Technology Department (TCiCT).

a. County-Issued Cell Phones

Unrepresented FLSA exempt employees who have a County-issued cell phone as of July 1, 2023 may participate in the Program instead of utilizing a County-issued cell phone or may opt to keep a County-issued cell phone instead of receiving the stipend. Employees may not receive both a stipend and a County-issued cell phone.

Unrepresented FLSA exempt employees who do not have a County-issued cell phone as of July 1, 2023 only have the option of receiving the monthly stipend in accordance with this Program. If employees do not wish to receive the stipend, this Program does not provide the option of receiving a County-issued cell phone instead. County cell phones shall continue to be issued solely at the discretion of the Department Head or designee.

3. STIPEND

The cell phone stipend of \$55 per month will be prorated and paid to eligible employees over 26 pay-periods. The stipend will be applied to the first full pay period after the Agreement is fully signed. The monthly stipend will be taxable. The Tulare County Employees Retirement Association ("TCERA") will determine for which members, if any, the stipend is pensionable.

The payment of a monthly cell phone stipend does not create an obligation for the County to ensure employees have access to a cell phone and/or continued cell service. For example, employees are solely responsible for replacing a lost or stolen cell phone. Employees are also solely responsible for any additional charges, e.g., access to a Hotspot, international fees, etc.

Employees on paid leave will continue to receive the stipend but are not to conduct County business while on leave, including using their cell phone to conduct County business. Employees on unpaid leave will no longer be eligible to receive the stipend effective the first day of their unpaid leave. Employees no longer employed by the County will only be eligible to receive their stipend through the last date of their employment. Employees who begin their unpaid leave or leave County employment in the middle of a pay period will receive their prorated stipend for the full pay period.

4. AVAILABILITY & RESPONSIVENESS

Participating employees are expected to provide their cell phone numbers to County staff and be available by cell phone during regularly scheduled working hours. Participation in the Program does not create a new obligation for employees to perform work outside of their regularly scheduled working hours, nor is it expected.



COUNTY OF TULARE

ADMINISTRATIVE REGULATION

5. MAINTENANCE & SECURITY

Program maintenance and security standards will be established by the TCiCT Department and reviewed regularly in accordance with the TCiCT Mobile Device Policy. Material changes to these standards, as determined by the Information Technology Director, may require employees to sign a revised Agreement with their Department Head agreeing to the changes.

By entering into the Agreement, employees agree to install and maintain certain County management software and to comply with County security standards including but not limited to password length and complexity, password expiration, data encryption, minimum operating system level, etc.

The County respects employees' rights to privacy. County management software will only access enterprise collaboration software related to County email, County instant messaging and video conferencing software, County collaboration and productivity tools, and County WiFi. It will not access personal data such as call and web browsing history, personal emails and text messages, contacts, calendar, passwords, photos, files, and other apps in the employee's personal profile.

6. COMPLAINTS

This policy, including, but not limited to, determinations of which employees are eligible to receive the cell phone stipend and termination of a stipend, are not grievable under Personnel Rule 13.

7. ATTACHMENTS

A – Sample Maintenance and Security Agreement



MAINTENANCE & SECURITY AGREEMENT

Cell Phone Stipend Program

Employee Name: _____ Department: _____

Position: _____ Cell Phone Number: _____

I wish to participate in the County of Tulare's Cell Phone Stipend Program ("Program") to facilitate the use of my personal cell phone to conduct County business in exchange for a monthly Cell Phone Stipend of \$55.00 ("Stipend"). I understand that my participation in the Program is subject to the approval of my Department Head or designee and I will not be entitled to receive the Stipend unless and until my Department Head or designee approves my participation by also signing this Maintenance & Security Agreement ("Agreement"). The Department Head or designee has the sole discretion in determining whether I am permitted to participate in the Program. This Agreement will have no effect unless signed by my Department Head or designee.

I understand my participation in the Program is completely voluntary and by participating, I acknowledge and agree to all of the following:

1. I may terminate this Agreement, and therefore, my participation in the Program at any time. I understand in that event, I will no longer receive my Stipend effective the first full pay period after I terminate the Agreement. Further, I will no longer have access to County data on my personal cell phone effective immediately.
2. My Department Head or designee may suspend or terminate this Agreement, and therefore, my participation in the Program at any time and for any reason. I acknowledge that I may simply be notified that my Stipend and access to County data on my cell phone will terminate on a specific date. I understand that my suspension or termination of the Program is not grievable, appealable, or contestable in any way.
3. I will possess and maintain a cell phone that will have voice and text messaging capabilities, and access to Internet. It is entirely my responsibility to ensure that my cell phone is functional and I am able to use it to effectively conduct County business.
4. I will be available by cell phone during my regularly scheduled working hours at the number I specified above. If my cell phone number changes, I will notify my supervisor as soon as possible.
5. I agree to allow the County's Information and Communications Technology Department (TCiCT) access to my cell phone for the sole purpose of installing, updating, and troubleshooting the County's management software which will allow me to access enterprise collaboration software related to County email, County instant messaging and video conferencing software, County collaboration and productivity tools, and County WiFi. I understand the management software will not have access to my personal data such as call and web browsing history, personal emails and text messages, contacts, calendar, passwords, pictures, files, and other applications in my personal profile. Further, location tracking will not be enabled.
6. I agree to use my cell phone to conduct County business appropriately, responsibly, and ethically. I agree to comply with all maintenance and security standards set forth by TCiCT, including those in TCiCT's most

EXHIBIT C

current Mobile Device Policy, as it may be revised from time to time. If at any time my cell phone does not comply with these maintenance and security standards, I agree to timely work with TCiCT to bring my cell phone into compliance. I understand that if I fail to do so, my Stipend may be suspended or terminated.

7. If my cell phone is lost or stolen, I will notify my Department and TCiCT as soon as possible. The County is under no obligation to replace my lost or stolen cell phone. I understand the payment of my Stipend may be suspended until I replace my cell phone.
8. The County is not liable for any additional costs associated with my use of a cell phone, including, but not limited to, access to a Personal Hotspot, international usage, insurance and device protection, or late fees. The County will only pay me the Stipend subject to this Agreement, any and all other costs associated with my cell phone are my sole responsibility.
9. Although I will continue to receive the Stipend during any paid leave, I agree not to use my cell phone to conduct County business. If I go on an unpaid leave, I understand I will no longer receive the Stipend effective the first day of my unpaid leave.
10. If I receive the Stipend, it will be prorated and paid over 26 pay periods. The Stipend is taxable. The Tulare County Employees' Retirement Association ("TCERA") will determine for which members, if any, the stipend is pensionable. The County of Tulare makes no representations regarding whether the Stipend is pensionable for any member of TCERA.
11. The County has the sole discretion to revise the requirements of this Agreement at any time. I may be asked to review and sign a revised Agreement and my failure to do so may result in my termination from the Program.

My Signature below represents that I acknowledge and agree to all of the above. I understand that my participation in the Program may be suspended or terminated for failing to comply with any of the requirements set forth above, or for any other reason.

Signature: _____ Date: _____

DEPARTMENT USE ONLY

- ☐ Approved to Participate in Program and receive Stipend effective with Pay Period _____.
 - ☐ Employee did not have a County-issued cell phone.
 - ☐ Employee had a County-issued cell phone which was returned on _____.
- ☐ Not Approved to Participate in Program.

Signature: _____ Date: _____