

△ Covey
Sheet

May 9, 2023
1:47 PM

Negotiations between Santa Clara County and SEIU Local 521 Master Table

Article 3	Union Security	Hold to CP April 14, 2023 TA to CP 3.8 5/2/23
Article 4	Official Representatives, Stewards And Negotiating Committee	Hold to CP April 14, 2023 TA to CP 4.1(a) 5/2/23
Article 6	Personnel Action	See Attached TA to CP 6.11 4/14/23
Article 7	Pay Practices	Hold to CP May 2, 2023
Article 8	Hours Of Work, Overtime, Premium Pay	Hold to CP May 2, 2023
Article 9	Uniforms And Clothing	See Attached TA to CP 9.2 5/4/23 TA to CP 9.3 5/4/23
Article 10	Holidays	Hold to CP April 14, 2023
Article 12	Leave Provisions	Hold to CP April 14 & 20, 2023
Article 13	Benefits	Hold to CP April 14, 2023 TA to CP 13.2 a) 1. TA to CP 13.2 a) 1.h. TA to CP 13.2 c)
Article 19	Grievance Procedure	See Attached
Article 21	Reorganization	Hold to CP April 14, 2023
Article 26	Strikes And Lockouts	Hold to CP April 14, 2023
New Article	Management Rights	Hold to CP April 14, 2023
Term of Agreement		Hold to CP April 14, 2023
Appendix J	Employee Assistance Program	Hold to CP April 20, 2023
Appendix K	Contracting Out	Hold to CP April 20, 2023
Appendix L – N and Sideletters		Hold to CP April 20, 2023

The County reserves the right to add proposals, or modify, delete, and/or supplement these proposals at any time during MOA negotiations.

These proposals do not modify, withdraw, or settle any County proposals already presented to SEIU, unless specifically noted herein. Any SEIU proposals not addressed herein are rejected at this time.

County Counter Proposal May 9, 2023

e11477

A Proposal

Section 9.1 – Uniforms County Not in Agreement w/UP from 4/14/2023 and Modifies CP dated 5/2/2023

a) Uniform Allowance

1. A yearly uniform allowance of five hundred fifty (\$550.00) dollars shall be payable annually ~~in the month of March. Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. If a department pays the worker a cash uniform allowance, the uniform allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the uniform allowance beginning on their pay period of hire. Newly hired workers will not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year.~~ Uniforms allowance shall be payable to the following classes:

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 ~~Hospital~~ Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)
- D42 Law Enforcement Records Technician–(Sheriff's Office Records & Admin Booking DOC only)
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- F02 Property/Evidence Technician
- U98 Protective Services Officer
- U9Z Sheriff Protective Services Officer
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- N95 ~~Sr. Hospital Stationary~~ Assistant Chief Engineer
- N93 Stationary Engineer ~~– Facilities and Fleet~~
- X81 Weed Abatement Inspector

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

2. Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a) within the Sheriff's Department and the Department of Correction, shall receive an initial eight hundred and fifty (\$850) dollar uniform allowance. ~~Those workers who receive the initial eight hundred and fifty (\$850) dollar allowance will not receive the five hundred fifty (\$550) dollar March allowance in their first year of service. The eight hundred and fifty (\$850) dollar uniform allowance will be divided by the number of pay periods in the remaining in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the employee each pay period. After the worker is paid the initial eight hundred and fifty (\$850) dollar uniform allowance in their first pay roll calendar year of employment, the worker will receive a five hundred and fifty (\$550) dollar uniform allowance in each subsequent pay roll calendar year of their employment. The five hundred and fifty (\$550) dollar uniform allowance will be divided by the number of pay periods in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period of the subsequent calendar years. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee).~~
3. If the uniform requirement for any class listed above is eliminated by the County, notice of same shall be given to the Union, and the allowance will be discontinued. Modification to County required articles of clothing which cause an increase in costs shall be met and conferred upon during the contract term.
- b) **County Issued Uniforms**
Other than the classifications shown in Section 9.1(a), uniforms supplied by the County and required prior to July 12, 1999 shall continue to be required and supplied for the term of this agreement unless notice to discontinue is provided to the Union.
- c) **New Uniform Requirements**
During the term of this Agreement, the County may designate specific classifications within Departments/Agencies which may be required to wear a standard uniform or standard uniform items for bona fide business purposes.

In such instances, the Union will be given a minimum of thirty (30) calendar days notice and an opportunity to meet and confer as to whether the classification shall

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

be eligible for a uniform allowance, the amount of the allowance (not to exceed the amount and payment schedule listed in Section 9.1(a), or if the Department/Agency will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

d) **Clothing Allowance**

~~A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable annually in the month of March. The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The clothing allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The clothing allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year.~~ Clothing allowances shall be payable to the following classes:

H18 Janitor
H67 Food Service Worker I
H66 Food Service Worker II
M48 General Maintenance Mechanic I
M47 General Maintenance Mechanic II
M56 General Maintenance Mechanic III
L35 Telecommunications Technician
N96 Hospital Stationary Engineer
N95 Sr. Hospital Stationary Assistant Chief Engineer

If any classification above is required to wear a uniform and fall under 9.1 a) or b) notice shall be given to the Union and the allowance will be discontinued.

Section 9.2 – Repair/Replace Claims Union Agrees to CP dated 5/2/2023

The County shall provide the necessary protective clothing to workers and classifications pursuant to such requests by the workers affected as provided by law under Cal-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County workers which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

wear to the extent that they may be said to replace the worker's regular clothing;
or

- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the worker's duties or in the saving of a human life; and
- c) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department/Agency in accordance with procedures set forth by the County Executive.

Section 9.3 – Safety Shoes Union Agrees to CP dated 5/2/2023

a) **Reimbursement**

Workers in classifications listed in Section 9.3(b) and meeting the requirements of Section 9.3(c) shall be eligible for County approved safety shoes not to exceed the cost of two hundred and fifty dollars (\$250.00). The reimbursement or voucher may include sole inserts.

b) **Eligible Classifications**

Airport Operations Worker Series
Animal Control Officer Series
Associate Telecommunications Technician
Auto Attendant & Helpers
Auto Mechanic Series
Bindery Worker I (Delivery position only)
Chief of Party
Communications Cable Installer
Communication Systems Technician
Construction Inspector Series
Cook **I/II**
Custody Support Assistant
Election Materials Processing Coordinator/Asst
Election Systems Technician I/II
Electrical/Electronic Technician Series
Electronic Repair Technician Series
Emergency Vehicle Equipment Installer
Engineering Aide I/II
Engineering Technician I/II/III
Environmental Technician

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Estate Property Specialist
 Facility Maintenance Rep
 Field Survey Technician Series
 Fleet Maintenance Scheduler (Sherriff Office Only)
Fleet Parts Coordinator
 Fleet Services Assistant Mechanic
Fleet Services Modification Mechanic
 Fleet Services Mechanic
 Food Service Worker I/II
 Food Service Worker/Correction
 Gardener
 General Maintenance Mechanic Series
 Janitors assigned to Facilities and Fleet
 Law Enforcement Clerk (Sheriff's Office and Admin. Booking – Records Div. only)
 Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Law Enforcement Records Technician (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Laundry Worker I/II
 Material Testing Technician Series
 Messenger Drivers
 Offset Press Operator III
 Park Equipment Operator
 Park Maintenance Worker Series
 Parks Rangemaster Series
 Park Services Attendant
 Park Trail Specialist
 Parking Lot Checker
 Parking Patrol Coordinator
 Probation Assistant I/II
 Probation Counselors I/II
 Property/Evidence Technician
 Protective Services Officer
 Rangemaster Series
 Road Maintenance Worker Series
 Senior Warehouse Material Handler
Sheriff Protective Services Officer
 Sheriff's Technician (Sheriff's Office Civil and Court divisions)
 Sign Shop Technician
 Stationary Engineer/ ~~Senior Stationary Assistant Chief Engineer~~
Stationary Engineer – Facilities and Fleet
~~Stock Clerk Series~~ Material Supply Specialist

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Storekeeper Series
Telecommunications Technician
Traffic Painter Series
Utility Worker
Vector Control Technician I/II/III
Vector Control Ecology Ed Specialist
Warehouse Material Handler Series
Weed Abatement Inspector

c) **Approved Safety Shoes/Mandatory Wearing Requirements**

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

A worker occupying an exempted position within a classification listed in Section 9.3(b) may participate in the safety shoe reimbursement program, provided if the worker participates he/she shall be required to wear appropriate authorized safety footwear as authorized and approved by the County Executive, during all working hours.

d) **Safety Committee**

On a periodic, and as needed basis, the Safety Committee shall review and advise the County Executive on the list of authorized and approved safety footwear, mandatory classes and exempted positions within the mandatory classes. The County Executive shall make the final determination.

e) **Reimbursement Process**

Workers claiming safety shoe reimbursement must purchase safety shoes from approved vendors.

Workers with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.

f) **Individual Workers**

If any worker believes s/he needs safety shoes to perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. A final determination and shoe reimbursement shall be in accordance with Section 9.3(d) and within 120 days.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

A Prop
5/9/23
CCL

County Not in Agreement w/ UP dated May 4, 2023 and Counters on May 9, 2023
Section 6.1 – Initial and Subsequent Probationary Periods -CCL

- a) Each new worker shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in the appendices when it shall be twenty-five (25) complete pay periods or 12 months as denoted. Workers who have attained permanent status in a classification and have been appointed to a new classification by appointment from an eligible list or by means of transfer shall serve a subsequent probationary period of 6 months, as outlined in County ordinance, Section A25-191, which shall be counted as thirteen (13) complete pay periods, unless otherwise noted in the appendices. An incomplete pay period served on initial or subsequent probationary appointment shall not be counted as complete pay periods. Upon successful completion of the probationary period, the worker shall be deemed a permanent worker in the classification for which they served the probationary period. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers in a classification covered by this Agreement shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure set forth in this Agreement. Consistent with County Charter Section 704(e), probationary workers serving an initial probationary period may not appeal to the Personnel Board, suspensions, demotions, or dismissals. Consistent with 19.1 (b) (2) of this Agreement, probationary workers may not grieve probationary release.
- b) Classified probationary workers and unclassified workers who have not completed a period equal to the probationary period for a comparable classified position shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during the applicable probationary period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing which he/she shall issue within sixty (60) business days. The sixty (60) business day period shall not commence until all investigations, administrative proceedings, and litigation related to the worker's employment, as well as discussions between the County and Union about potential resolutions, have concluded. Failure by the County to comply with the sixty (60) business day period shall not result in or serve as a basis for the County being required to reinstate the worker.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

worker's personnel file and a copy sent to the Union and designated Chief Steward, and shall include:

1. Statement of the nature of the disciplinary action.
2. Effective date of the action.
3. Statement of the cause thereof.
4. Statement in ordinary and concise language of the act or omissions upon which the causes are based.
5. Statement advising the worker of the right to an administrative review of such action and the right to Union representation.

Such worker shall be given five (5) days' notice of discharge, or demotion, or five (5) days pay, except where circumstances require immediate action.

- c) A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.7, shall retain those rights while serving in the new probation period in the classified service.
- d) A worker with underlying permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class in accordance with Section 6.10. Such worker shall receive a ten (10) working day notice of release except where circumstances require immediate action.

Section 6.2 – Administrative Investigation County Not in Agreement with UP dated 5/4/2023 and Holds to CP 4/14/2023

a) Employee's Rights During Administrative Investigation:

Upon request, an employee has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that worker may result.

A worker has the right to know the purpose of a meeting with a supervisor, manager, and/or investigator. If asked, the supervisor, manager, and/or investigator must reveal any intent to conduct an investigatory meeting that might lead to discipline of the worker asking, and give that worker sufficient time to secure representation for such meeting. The worker may not unreasonably postpone the

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

meeting to schedule a particular representative but may have to accept the presence of the steward, or union worksite organizer or other representative who can be available within a reasonable period of time.

Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or representative to be present to assist during such meeting. The representative and worker may confer during breaks, which the investigator shall not unreasonably deny.

Requesting and securing representation is the responsibility of the worker. Supervisors, ~~Managers~~, and/or ~~Investigators~~ shall not be involved in the selection of a steward, union worksite organizer or other representative.

b) **Employee Rights During Internal Affairs Investigations:**

1. Internal Affairs (IA) will include in its administrative admonishment to a non-peace officer employee who is the subject of the investigation the following, if applicable:
 - The interview will be recorded and the employee will have the right to bring his/her own recording device.
 - The employee will have access to the audio recording of his/her interview if any disciplinary action is contemplated or prior to any further questioning at a subsequent time.
2. When IA is directing the witness not to discuss the investigation directly or indirectly with any other person, the administrative admonishment will include the following:
 - After the witness has been interviewed and IA has concluded its interview of the witness, the witness may speak to the representative of the employee who is the subject of the investigation.

c) **Authority of Investigator**

In a County investigation, the County's supervisor, manager, and/or investigator has the authority to direct any worker to fully participate or cooperate in that investigation, including to provide complete and truthful responses to questions.

Section 6.3 – Philosophy on Discipline County Not in Agreement with UP dated 5/4/2023 and Holds to CP 4/14/2023

The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. However, the circumstances of each case dictate the appropriate progressive disciplinary response, and the County reserves the right to skip one or all

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

levels of progressive discipline in appropriate circumstances. The County and the Union agree that the level of discipline recommended for any instance of discipline should take into account the nature and seriousness of the offense as well as the employee's record.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of the worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction. Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

Job expectations and/or objectives will be provided to probationary workers. Work performance and behaviors will be evaluated during a worker's probationary period.

Philosophy on discipline shall be excluded from consideration under the grievance procedure outlined Section 19.1.

Section 6.4 – Counseling and Unfavorable Reports -CCL

a) Counseling

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. The County shall attempt to use counseling first, prior to any unfavorable reports being issued, when the situation warrants only a counseling. Counseling should normally take place between the worker and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the worker shall have the right to have his/her representative present.

No written counseling and or documentation of verbal counseling shall be used for discipline provided no related personnel action was taken within eighteen (18) months of date of issuance.

Personnel action constitutes any action taken under any one of the following Sections 6.1, 6.4, 6.5, 6.6, 6.7.

b) Unfavorable Reports on Performance or Conduct

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, when the situation allows. A

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. The counting of the fifteen (15) working days shall begin at the conclusion of an investigation. Workers shall have the right to grieve the factual content and timeliness of such reports and/or attach a written response to the report for inclusion in their personnel file.

Section 6.5 – Recommended Disciplinary Action - Permanent Classified -CCL

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of recommended disciplinary action must be served on the worker in person or by certified mail. The notice shall not be included in the worker's personnel file. Copies shall be delivered to the Union and designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to the Personnel Board from such action and the right to Union representation.

Section 6.6 – Notice of Final Disciplinary Action - Permanent Classified -CCL

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of final disciplinary action shall be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file. Copies shall be delivered to the Union and the designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal to the Personnel Board from such disciplinary action and the right to Union representation.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

Section 6.7 – Disciplinary Action – Unclassified Workers -CCL

Unclassified workers who have completed nineteen (19) complete pay periods or twenty-five (25) complete pay periods (the period being equal to the probationary period for a comparable classified position) may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 19 of this contract.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward, and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal from such action and the right to Union representation.

Unclassified workers shall be given five (5) days' notice of discharge or demotion except, where circumstances require immediate action.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

Section 6.8 – Return to Former Class -CCL

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

Section 6.9 – Unclassified Appointment -CCL

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position covered by this Agreement except as provided for under County ordinance section A25-640. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with County policies and procedures.

Section 6.10 – Rights Upon Promotion or Transfer to Classified or Unclassified Service -CCL

Any permanent worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

Any permanent worker who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from his/her permanent position and departments are authorized to make substitute appointments to such vacated positions.

Section 6.11 – Performance Appraisal Program Union Agreed to County Proposal dated 4/14/2023

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required by state or federal regulation or law. With the exception of clerical leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may be in attendance to observe the issuance and any discussion of the performance

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted during a worker's initial probationary period.

~~It is agreed that~~ The performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

Section 6.12 – Personnel Files County Holds to CP dated 4/14/2023

The County shall maintain a personnel file for each worker. The department may also maintain a personnel file for each worker. Workers shall have the right to review both of their personnel files or authorize review by their representative. No adverse material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Notices of Recommended Disciplinary Actions including any attachments or disciplinary actions overturned on appeal shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years except unfavorable reports involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act and provided no additional discipline has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after three (3) years if no other suspensions have occurred during the three (3) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Unfavorable reports or materials relating to suspensions may be removed from the worker's personnel file earlier than the regular removal schedule through a mutually agreed settlement.

Section 6.13 – Lateral Transfers -County holds to CP April 14, 2023 and defers to the transfer side table for further discussion

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for workers in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed ~~fifteen~~ ten percent (105%) upward range movement.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

If a worker was moved to a lower classification due to his/her prior class being eliminated, abolished or a worker is laid off from his/her position and was placed on a re-employment list, the transfer band shall be calculated step to step, e.g., step one of the prior classification to step one of the new classification or step five of the prior classification to step five of the new classification. When determining the difference between classifications by using equivalent step to step, the actual step used to calculate the transfer band shall be the step that provides the worker the most benefit. Transfers under this provision may be made for a period of eight years from date of movement to the lower classification.

Section 6.14 – Administrative Transfers -County Modifies CP dated April 14, 2023 on May 9, 2023

Administrative transfers are based on the needs identified by the Department/Agency. Absent a departmental agreement, seniority (based on days of accrued service) shall be used when it is necessary to transfer a worker within the Department/Agency and between two geographical locations. For the purpose of this section, geographical locations is defined as two different street addresses. The transfer will be conducted as follows:

1. Volunteers who hold a position in the same classification. If there is more than one volunteer, they shall be selected in the order of most seniority (based on days of accrued service absent a departmental agreement).
2. If there are no volunteers, the least senior worker will be assigned. (Based on days of accrued service absent a departmental agreement).

Note: The County will notify the Union in a timely fashion of any planned Administrative Transfers. Upon Union request, the County will meet to determine the group of workers to be designated for the seniority purposes of this section.

3. Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Transfers necessary to comply with any other requirements of law as in transfers necessitated by civil rights complaints shall not be governed by this section. However should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former position and location.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

5. This section shall not apply to transfers made pursuant to a reorganization, as defined under Article 21, as well as purely geographic moves.

Section 6.15 – Minimum Qualification Application -CCL

Minimum qualifications in job bulletins announcing examinations shall not exceed the minimum qualifications listed in the job specification. A worker shall have the right to take an examination for any County appointment if the worker meets the minimum qualifications/employment standards listed in the job specification, for that appointment, unless specified otherwise in this Agreement and/or in the Merit System Rules. Any worker whose application for examination has been disqualified shall be notified in writing. The notification shall include an explanation of why the worker does not meet the minimum qualifications that led to their disqualification. Any worker whose application for examination has been disqualified may make corrections/revisions within the timeframe specified in the notification prior to the examination.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

ARTICLE 19 – GRIEVANCE PROCEDURE

AP Prop 3/9/23 @ 1:47P

County Modifies CP dated April 14, 2023 on May 9, 2023

Section 19.1 – Grievance Defined -County Modifies May 9, 2023

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of workers, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

a) Definition -County modifies to CCL May 9, 2023

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 19.1(b)

b) Matters Excluded From Consideration Under the Grievance Procedure

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Article 2 – No Discrimination
8. Items within the scope of representation and subject to the meet and confer process.

Section 19.2 – Grievance Presentation - CCL

Workers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of workers, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

Section 19.3 – Procedural Compliance -CCL

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with a worker if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

Section 19.4 – Time Limits -CCL

Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided below and the arbitrator shall fashion an appropriate remedy.

Section 19.5 – Informal Grievance Step -CCL

It is agreed that workers will act promptly through an informal meeting with their immediate supervisor outside of the bargaining unit on any act, condition or circumstance which is causing worker dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance.

A meeting should take place whenever requested by either party to assist to clarify or resolve the grievance. The worker may be accompanied by his/her steward, Assistant Chief Steward or Chief Steward at the informal meeting.

Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other rule or ordinance and shall not set precedent.

Section 19.6 – Formal Grievance Procedure – County Holds to CP dated April 14, 2023

- a) **Step One** - Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within twenty (20) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

- b) **Step Two** – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.
- c) **Mediation** - Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.
- d) **Step Three** - If the aggrieved is not satisfied with the Step One~~Two~~ decision, ~~he/sh~~they may, within fifteen (15) working days after receipt of the first step

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by his/her Steward, or Assistant Chief Steward or Chief Steward. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.

- e) **Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)** – After a grievance has been moved to Step Two, the Union and County shall continue efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

Pre-Arbitration meetings shall be held monthly for each department/agency. By mutual agreement, pre-arbitration meetings may be scheduled more frequently. The Union shall be entitled to have released, for pre-arbitration meetings, the grievant, and in the case of a group grievance, no more than two (2) of the affected workers, and the appropriate Chief Steward, or Assistant Chief Steward in his/her absence, and the Steward.

Each grievance shall be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel in Section 19.6(d).

The parties will also decide if the grievance will be arbitrated on an expedited or regular arbitration basis.

- f) **Arbitration -County is reviewing and may make a future proposal**
For the term of this agreement the County and the Union have agreed to the following panel:

John Kagel
Paul Roose
Katherine Thomson
Monica Colondres

David Weinberg
Alexander Cohn
Luella Nelson

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above panel. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

No matter other than a grievance that is an alleged violation of a specific provision(s) as written and submitted in the formal grievance may be reviewed on the merits by an arbitrator. This memorandum of agreement shall be submitted as a joint exhibit. Nothing in this agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

Members of this arbitration panel shall be requested to agree to render their decision within fifteen (15) working days of the hearing, receipt of the transcription or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and the County. Decisions of the arbitrator shall be final and binding.

Section 19.7 – Expedited Arbitration -CCL

- a) The County and the Union, may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union or the County.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
 1. The County and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
 3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

4. The parties shall be represented by staff advocates, unless otherwise mutually agreed. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

Section 19.8 – Arbitration Release Time -CCL

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.

Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time - provided the absence does not unduly interfere with the performance of service.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

County's Counter Proposal #1 to SEIU's - May 2, 2023, Proposal

Δ Proposal
5/9/23 @ 9:45A

Master Table Proposal for Side Table

The parties agree to convene a side table committee to discuss possible modifications to the collective bargaining agreement to facilitate the more rapid filling of vacancies, including by internal candidates. This includes vacancies that are created when one vacancy is filled by an internal candidate and another vacancy is thereby created.

The side table will explore alternate transfer processes, including processes whereby workers in an SEIU bargaining unit would have the option of indicating in advance their desire to be considered for multiple positions within SEIU represented classifications, thereby enabling the County to immediately review candidates and provide managers with transfer lists. New transfer processes may supersede bargaining unit and/or departmental agreement provisions.

The side table will include up to five representatives from each party. If the parties mutually agree on a case-by-case basis, one or more subject matter experts may attend one or more side table meetings to provide specialized input that will assist the side table to complete the work.

The objective of the committee will be to develop mutually agreeable modifications to the Memorandum of Agreement and/or departmental agreements, which could then be reviewed by the parties for inclusion in the collective bargaining agreement. The committee will also consider developing recommended amendments to the County's Merit System Rules, subject to the County's obligations under the Meyers-Milias-Brown Act. In order to facilitate the maximum amount of creativity, the parties agree that neither party shall be bound by positions taken or representations made in the committee.

The parties reserve the right to make formal bargaining proposals at any time regarding transfer processes or related concepts.

From: SCCo To SEIU May 9, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

