

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Master Table

DATE: May 30, 2023
TIME: @ 10:50A

ARTICLE 3 3.8	UNION SECURITY <i>Third-Party Requests</i>	UP 5/4/23 TA MP 5/2/23
ARTICLE 4 4.1 (a)	OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE <i>Official Representatives - Meeting with Management</i>	SEE ATTACHED TA MP 5/2/23
ARTICLE 6 6.11	PERSONNEL ACTION <i>Performance Appraisal Program</i>	SEE ATTACHED TA MP 4/14/23
ARTICLE 7	PAY PRACTICES	UP 5/25/23
ARTICLE 8	HOURS OF WORK, OVERTIME, PREMIUM PAY	UP 4/14/23
ARTICLE 9.3	SAFETY SHOES	UP 5/9/23
ARTICLE 10	HOLIDAYS	UP 4/14/23
ARTICLE 12 12.7 12.11	LEAVE PROVISIONS <i>OTHER FAMILY LEAVE</i> <i>BEREAVEMENT LEAVE</i>	UP 5/2/23 <i>NO CHANGE - CCL</i> <i>NO CHANGE - CCL</i>
ARTICLE 13	BENEFIT PROGRAMS	UP 5/2/23
ARTICLE 15	PERS	TA - MP 5/2/23
ARTICLE 19	GRIEVANCE PROCEDURE	UP 5/18/23
ARTICLE 20	CLASSIFICATION	TA - MP 5/2/23
Article 21	RE-ORGANIZATION	NO CHANGE CCL
ARTICLE 24	DELIVERY OF QUALITY PUBLIC SERVICES FOR COUNTY RESIDENTS	TA - MP 5/2/23
ARTICLE 26	STRIKES AND LOCKOUTS	NO CHANGE CCL
NEW	MANAGEMENT RIGHTS	NOT INTERESTED

TERM OF AGREEMENT	OPEN
APPENDIX A – SALARY SCHEDULE	Open
APPENDIX K – CONTRACTING OUT	UP 4/14/12
APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS	UP 4/14/23
APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES	SEE ATTACHED
Side Letter Regarding Classification and Staffing (Including Vacancies)	Reject Co. Proposal No Change – CCL
Side Letter on Educational Leave Support Program Committee	OPEN
Side Letter Agreement on 2020 Lump Sum (CalPERS)	TA MP 4/20/23
Side Letter Agreement on Deferred Compensation Committee	UP 4/25/23

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

MASTER TABLE UNION PROPOSAL – 5/30/23

The following Guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and ~~Locals 1587, legacy Locals 535 and 715 (currently—SEIU Local 521)~~. The County-wide Joint Labor/Management Safety Committee, hereinafter referred to as the County-wide Safety Committee, as established by those Agreements, shall continue to meet in order to implement these Guidelines and to conduct an on-going review of the safety program and Departmental Joint Labor/Management Safety Committees, hereinafter referred to as the Departmental Safety Committee. Revisions or additions to these Guidelines may be made upon mutual agreement of the Union and Management representatives to the County-wide Committee.

GUIDELINES

1. **Departmental Safety Officer**

Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel. It is the duty of the County to make every reasonable effort to provide and maintain a safe and healthy place of employment, regardless if a leased or owned facility.

2. **~~Safety Stewards~~**

The Unions shall designate ~~Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be~~ available to each work area or place for safety concerns. ~~Safety Stewards may also be regular Stewards.~~

3. **Departmental Safety Committee**

A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety Officers and **Safety Stewards**. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.

4. **Employee Representatives**

In the event that no Union represents workers in a given work place, employee representatives shall be elected by democratic vote of non-supervisory personnel.

5. **Departmental Safety Committee Structure**

The structure of the Departmental Safety Committees and the frequency of meeting shall be determined by mutual agreement within each Departmental Committee. For example, in a small department a formal committee structure may not be necessary. Also, in a large, complex department, a subcommittee structure may be appropriate.

6. **Departmental Safety Officer Responsibilities**

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

The Departmental Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed of day-to-day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee.

7. **Release Time**

~~Safety~~ Stewards shall receive paid release time from regular duties for performance of their duties as ~~Safety~~ Stewards. Examples of reasons for such release time are:

- a) Scheduled Safety Committee meetings within the department.
- b) Meetings with Management on specific health or safety problems.
- c) Scheduled Safety Training sessions and safety inspections.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

Time off for representation should not unduly interfere with the performance of the Safety Steward's other duties as a worker or with the work flow requirements of the department.

8. **Safety Inspections**

Safety inspections shall be conducted of every work place as necessary by the first-line supervisor with a ~~Safety~~ Steward, when possible. A monthly inspection report shall be made and filed with the Departmental Safety Officer.

9. **Hazard Report, Action, Appeals Process**

- a) Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
 1. When corrective action is necessary, responsible supervisor shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy condition which may exist.

Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned, the

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County-wide Safety Committee and the worker concerned.

2. If the ~~Safety~~ Steward and/or the worker concerned are (is) not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
 3. ~~Within ten (10) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the ~~Safety~~ Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.~~
 4. In the event that the worker concerned or the ~~Safety~~ Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to the Departmental Safety Committee for decision and action.
 5. If the Departmental Safety Committee cannot agendize or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.
10. **Supervisor's Report of Industrial Injury**
- a) The supervisor shall complete the Supervisor's Report of Industrial Injury on the same date he is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.
 - b) The copies shall be immediately dispersed according to the instructions on the form with the exception of the fourth copy (Goldenrod-Department). This copy will be given to the injured worker. A fifth, duplicated, copy shall be provided the ~~Safety~~ Steward by the Departmental Safety Officer.
 - c) If, in the opinion of the supervisor, the accident is the result of an unsafe working condition, the supervisor shall take immediate steps to correct it and complete a Hazard Action form following the procedure as outlined in Paragraph 9(b) above.
 - d) If, in the opinion of the supervisor, the accident is not the result of an unsafe working condition and the injured worker or ~~Safety~~ Steward disagrees, the worker or ~~Safety~~ Steward shall complete a Hazard Report form following the procedure as outlined in paragraph 9(b) above.

11. Priority Status for Safety Work Orders

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When the Department Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the order form. The section foreman will assign priority status to the Work Order so action begins within twenty-four (24) hours.

12. **Safety Work Procedures**

- a) The Departmental Safety Committees shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
- b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

13. **Safety Training**

- a) The County-wide Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a County-wide training program for ~~Safety~~—Stewards, supervisors and non-supervisory workers, working with and through the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.
- b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in Cal-OSHA regulations and procedures.
- c) Safety training shall be provided workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

14. **Video Display Terminal Provision**

a) **Guidelines**

Pursuant to the VDT Workstation Sideletter of the 1985-87 Contract, the County Executive's Guidelines for Purchasing and Maintenance of VDT Equipment dated July 3, 1987 has been issued to all departments.

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b) **Alternate Work for Pregnant Workers**

Although research to date has not proven that video display terminals are a health or safety hazard, in recognition of concern about potential adverse effects involving pregnancy, the County agrees to the following:

~~A pregnant worker assigned VDT functions may request reassignment, within her department/agency for the term of the pregnancy to non-VDT duties. The department will assess the request of the worker and may reassign, redistribute or restructure work to accommodate such request. A worker must submit a written request for the assignment to non-VDT duties. The department/agency shall not be required to make work or otherwise create positions that would not be performed in the normal course and scope of business nor to adversely affect the operation of the department/agency or work unit.~~

Reassignment, redistribution or restructuring of work may result in the assignment of duties outside the worker's job classification. In cases of assignments to a position in a lower classification, the worker shall be paid consistent with the lower classification and shall not continue any pay differentials unless eligibility exists in the position in the lower classification. In cases of assignments to a position in a higher classification, provisions of Section 7.5, Work Out of Classification, shall apply.

If a worker is required to work at a location other than her regular work location, all claims pursuant to Section 8.11, shall be waived.

Assignments pursuant to this Appendix shall supersede all departmental agreement assignment bidding provisions.

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.5(a), or seek, on her own, a permanent voluntary demotion or transfer. During the period of time that worker is seeking a permanent demotion or transfer or in the absence of the permanent transfer, demotion or personal leave, the worker shall continue to perform VDT duties.

If the department is not able to accommodate the request due to cost, operational impact, etc., the worker may request a personal leave of absence pursuant to Section 12.5(a) or seek on her own a permanent voluntary demotion or transfer or may seek on her own a temporary transfer

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to a permanent coded position which is vacant due to a leave of absence in another department/agency subject to the following conditions:

1. No more than seven (7) workers on a County-wide basis and no more than one (1) worker per department at any time may be temporarily transferred to a permanent coded position which is vacant due to a leave of absence outside of their department/agency.
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from the Office of Labor Relations. This contract will include, but not be limited to:
 - a. specific acknowledgement and waivers of layoff seniority in the department in which the vacant leave of absence position has been accepted;
 - b. waiver of bidding rights under the departmental agreement in the originating department (except those rights afforded workers on maternity leave);
 - c. waiver of bidding rights under the departmental agreement in the receiving department;
 - d. acknowledgement that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating department until the conclusion of her maternity leave of absence.
4. For purposes of returning to her originating department, the worker shall be returned on the same basis as if Section 6.9 had applied.

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5. The worker who has taken a position under this provision who begins her maternity leave shall be considered on leave from her originating department.
6. ~~The worker shall continue to perform VDT duties~~ during the period of time that the worker is seeking a permanent demotion or transfer, or transfer to a permanent position vacant due to a leave of absence or in the absence of any transfer, demotion or personal leave.



Master Table Union Proposal –5/30/23

Section 4.1 – Official Representatives

a) Meetings with Management

The County agrees to provide release time for Union Representatives for attendance at mutually agreed Department/Agency meetings. Each Department/Agency shall notify the Union of the person(s) to be contacted for approval of release time in that Department/Agency. The Union agrees, insofar as possible, to notify Management at least 24 hours, excluding weekends and holidays, in advance of the request for release time and the names of the Union Representative(s) to be released. Management agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

For purposes of County-wide meetings with Management, requests for release time shall be made through the Office of Labor Relations.

b) Number for Release

The parties agree that no more than three (3) Local 521 Official Representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting, unless additional representatives are mutually agreed upon.

The Clerical and APT units each may have no more than four (4) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting. The Blue Collar, EHU, PCS, PHN, SSU, and Supervisory units each may have no more than three (3) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting.

c) Release Time Log

Release time shall be granted after consideration of operational and staffing needs. Official Representatives will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.

d) Bank of Hours

Release time shall be granted to Local 521 Official Representatives up to a maximum of two thousand (2000) hours per fiscal year for attendance at meetings of the Board of Supervisors and the Personnel Board. The Official Representative shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in emergency situations. Insofar as possible, such release time shall be made through the Department of Labor Relations at least 24 hours in advance of the Board meeting.

Section 4.2 – Stewards [Holding to UP 4/14/23]

a) Notification of Stewards

The Union agrees to notify the County of the names of their Stewards, Assistant Chiefs and Chief Stewards by Department/Agency and by location, not to exceed 521 in number for all bargaining units covered by this Agreement (Administrative, Professional and Technical; Blue Collar, Clerical, Environmental Health, Probation Counselor Safety; Public Health Nurses; Social Services and Supervisory Units).

The Union shall provide annual listings of workers identified as Assistant Chief Stewards, Chief Stewards, and Stewards, and in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year to the Office of Labor Relations and updated as replacement stewards are elected. Alternate Stewards may be designated to serve in the absence of a Steward. Management will notify the Union of the appropriate Management representatives in each department to be contacted by the Steward in carrying out his/her duties as Steward.

b) **Grievance Related Release Time**

The County agrees to provide release time for:

1. A meeting with a worker at the worksite of either the Steward or the worker concerning a grievance or discipline appeal.
2. A meeting with Management.
3. A meeting where a worker is the subject of an investigational interview.
4. Grievance arbitrations/mediations where the steward is the official representative.

c) **Grievance Related Worker Release**

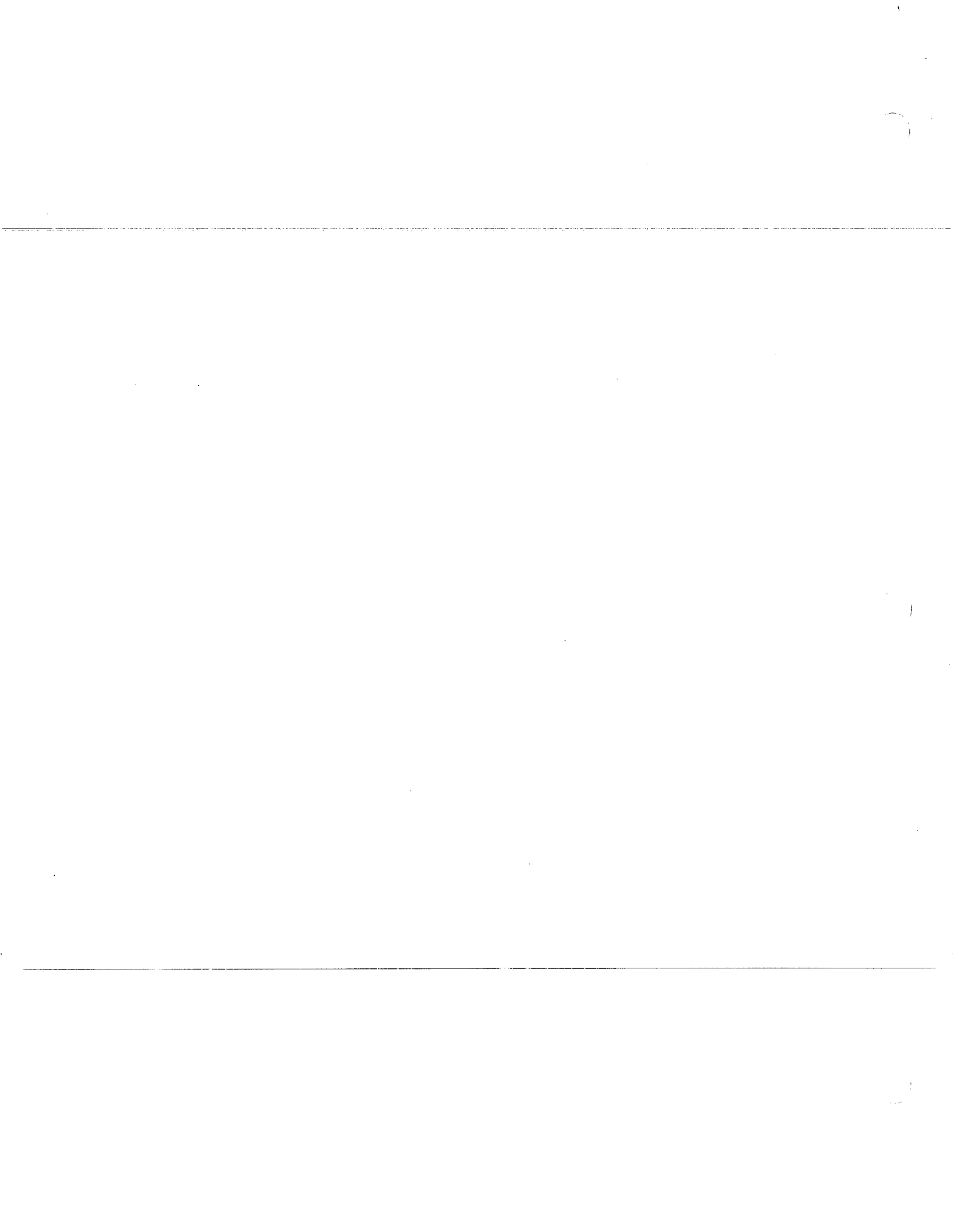
If a worker has a grievance and wishes to discuss it on County time with a designated Steward, she/he shall be allowed the opportunity within a reasonable amount of time to verify if her/his designated Steward is present and available to be seen. If the Steward is present and available, the worker shall complete a "release form in accordance with 4.1 c," and submit it to his/her immediate supervisor prior to leaving his/her workstation. Such release form shall contain the worker's name, class title, Steward's name, and work location of Steward, time left, and date. Upon return, the worker shall note the time returned on the form.

d) **Grievance Investigation**

A reasonable amount of time will be granted the worker and Steward/Union representative to handle the initial investigation of the grievance. The parties agree that in handling grievances, the worker and Steward/Union Representative will use only the amount of time necessary to handle the grievance.

e) Dignity and Professionalism in the Workplace

1. The Union and the County are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse, bullying and intimidation and to promote dignity for all workforce members.
2. The Union and the County agree to work together to develop a training program open to all managers and SEIU Local 521 represented workers through Article 12.9 (b) County Wise Classes and/or other sourced of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse, bullying in the workplace and create awareness of its negative impact in the workplace.
3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse and bullying in the workplace in a timely manner.
4. The County is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse and bullying in the workplace.



Master Table Union Counter Proposal – 5/30/23

ARTICLE 6 – PERSONNEL ACTION

Section 6.1 – Initial and Subsequent Probationary Periods

- 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 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

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 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~~ / or Investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

The County shall complete all investigations within fifteen thirty (30) working calendar days of County knowledge of the occurrence or the incident. Proposed Discipline, if any shall be noticed to the worker no later than fifteen (15) working days from completion of the investigation. Investigations shall be held in abeyance only during the time a worker is on a leave.

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.

3. The County shall complete all investigations within thirty (30) calendar days of County knowledge of the occurrence or the incident. Recommended Discipline, if any shall be noticed to the worker no later than fifteen (15) working days from completion of the investigation. Investigations shall be held in abeyance only during the time a worker is on a leave.

C. Authority of Investigator

The County may authorize a supervisor, manager and/or investigator to conduct internal investigations.

Section 6.3 – Philosophy on Discipline [Holding to UP 4/14/23]

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 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 in accordance with Merit System Rule A25.301 and A25.302.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of 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.

Education-Based Discipline (EBD) is offered when an employee must serve a suspension from duty as a result of some type of policy violations, but rather than serving the suspension days at home with a loss of pay, some or all of those days can be substituted for a relevant training class or classes. Participation in the program is voluntary for the employee.

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

Section 6.11 – Performance Appraisal Program [Agree with 4/14/23 County Proposal - TA]

Section 6.12 – Personnel Files

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 material that will be a detriment to worker's performance or career advancement, will be inserted into the worker's personnel files without prior notice to the worker. Workers have the right 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

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~~ twenty percent (~~15~~ 20%) upward range movement.

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 – Counter 5/30/23

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.
- 4.5. Temporary administrative Re-assignment/Transfers are limited to thirty (30) business days and thereafter workers shall be returned to their regular work location prior to any temporary assignment.

Section 6.15 – Minimum Qualification Application – NO CHANGE CCL

(New) 6.16- Promotional Transfers [Holding to UP 4/14/23 May be addressed with the Transfer side table continuing discussion]

Should the employer seek to fill a vacancy that is the entry level of a classification series, or not part of a classification series, the vacancy shall be posted on the County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org as promotional opportunity. The vacancy shall be posted at the beginning of a pay period, and will remain open for a minimum of one (1) pay period.