

APPENDIX I – SUPERVISORY UNIT

County Proposal #1 to SEIU 5/12/2023 Appendix I Supervisory Unit

County Proposes to Delete CCL 5/12/23

LANGUAGE INTEGRATED W/ SEIU LOCAL 521 MASTER CONTRACT

Below items or sections of the SEIU Local 521 Supervisory Chapter contract that the County and the Union agreed to use SEIU Local 521 Master language with exceptions outlined below.

The following provisions of the Master Contract are not applicable to the Supervisory Unit:

Section 3.7	New Worker Orientation
Section 4.1	Official Representatives
Section 4.2	Notification of Stewards
Section 4.3	Chief Stewards
Section 5.1	Seniority Defined
Section 5.4	Consideration of Layoff
Section 5.5	Order of Layoff
Section 5.7	Reassignment in Lieu of Layoff
Section 5.8	Administrative Transfers
Section 5.12	Names Dropped From Reemployment List
Section 6.4	Counseling and Unfavorable Reports
Section 6.11	Performance Appraisal Program
Section 6.13	Lateral Transfers
Section 8.8	Non-Contiguous Overtime Guarantee
Section 8.11	Temporary Work Location
Section 8.12	Bilingual Pay
Section 8.17	Notary Public Differential
Section 12.15	Drivers Licenses
ARTICLE 19	Grievance Procedure

Below items or sections of the SEIU Local 521 Supervisory Chapter will remain and will be reflected in Appendix I.

County Proposes to Modify CCL 5/12/23

I.1 – Salaries

Salaries shall be identified by job code and listed in Appendix A:

Job Code	Job Title
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E52	Associate Program Coordinator
E43	Associate Staff Development Specialist
E44	Eligibility Work Supervisor
E51	Program Coordinator
Y48	Social Service Analyst
Y23	Social Work Supervisor
Y22	Social Work Training Specialist
P66	SSA Application Decision Support Specialist I
	SSA Business Policy Implementation Specialist
P65	SSA Application Decision Support Specialist II
E42	Staff Development Specialist

The duties of these classifications shall remain substantially dissimilar to those of their subordinates.

For purposes of this agreement, the terms of this agreement do not apply to uncoded (extra help) classifications and is subject to negotiations in the successor agreement.

County Response: Decline 4/27/23 UP; Financial counter forthcoming

Realignments:

JOBCODE	CLASSIFICATION	REALIGNMENT
E44	ELIGIBILITY WORK SUPERVISOR	0.50%
Y48	SOCIAL SERVICES ANALYST	3.50%
W0A	SOCIAL SERVICES ANALYST - U	3.50%
Y23	SOCIAL WORK SUPERVISOR	3.00%
Y22	SOCIAL WORK TRAINING SPECIALIST	3.00%
Q73	SSA APPLICATION DEC SUP SPEC II - U	4.50%
P65	SSA APPLICATION DEC SUP SPEC II	4.50%
Q74	SSA APPLICATION DEC SUP SPEC I - U	4.50%
P66	SSA APPLICATION DEC SUP SPEC I	4.50%

I.2 – Union Security

I.2.1 – New Supervisory Employee

The Department will notify the Chief Steward upon the hiring and/or promotion of an employee new to the Supervisor unit. The Chief Steward or steward shall be allowed to schedule thirty (30) minutes to make a presentation, present information and answer questions of employees in classifications represented by the organization Supervisory unit.

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~~I.3 – Official Representatives and Stewards~~

~~I.3.1 – Official Representatives~~

~~a) The Union agrees to notify the County of their Official Representatives of the representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purpose of specific meetings by advance notice to the appropriate level of Management. The County agrees to provide release time to no more than three (3) Official Representatives at a given meeting for the following purposes:~~

~~1. Attendance at meetings with Management, either at the departmental or Countywide level.~~

~~2. Attendance at meetings of the Board of Supervisors.~~

~~3. Attendance at meetings of the County Personnel Board (non-disciplinary hearings).~~

~~b) Official Representatives and/or alternates shall notify their supervisor of their intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting, except in emergency situations. The Official Representatives and/or their alternates will be responsible for maintaining a log of hours and dates of release time and will provide this log to their supervisors and to the Office of Labor Relations monthly. The Union agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend.~~

~~c) It is agreed that the time necessary for representation will be recognized by the County for meetings with Management. Management agrees to arrange release time with the Official Representative's supervisor, if necessary.~~

~~I.3.2 Stewards~~

~~a) The Union agrees to notify the County Office of Labor Relations and SSA Administration of the names of their Stewards, Assistant Chief Stewards and Chief Stewards. The Union shall provide annual listings of employees identified as Assistant Chief Stewards, Chief Stewards, Stewards, and, in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year and updated as replacement Stewards are elected. Alternate Stewards may be designated to perform Steward functions during the absence or unavailability of the Steward.~~

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Management will notify the Union of the appropriate Management representatives in each office to be contacted by the Steward in carrying out his/her duties as Steward.

- b) The Union may designate one (1) Chief Steward, one (1) Assistant Chief Steward and up to eleven (11) Stewards for Bureaus and/or work locations.
- c) It is agreed that meetings at which a Steward is entitled to release time are limited to:
 - 1. A meeting of the Steward and an employee, or employees of the unit related to a grievance or appeal.
 - 2. A grievance meeting with Management.
- d) It is agreed that reasonable time for investigation and handling grievances will be allowed. Time off for grievance handling shall not unduly interfere with the performance of a Steward's duties as an employee or with the work flow requirements of the Department. Steward release time shall be limited to one (1) Steward, Alternate or Chief Steward per instance. In the case of a group or Union grievance, one (1) Steward and/or the Chief Steward and one (1) employee will be authorized release time on behalf of the aggrieved.
- e) The Union agrees that the Steward, Alternate, or Chief Steward, before leaving the work unit, will sign out on an approved supervisor's Release Time Log Sheet maintained by the immediate supervisor. Stewards shall sign in on the Log immediately upon return to duty. The Log Sheet shall be submitted to the Office of Labor Relations monthly.

I.3.3 Employee Contact with Stewards

- a) If an employee has a grievance and wishes to discuss it on County time with a designated Steward, he/she shall be allowed the opportunity within a reasonable amount of time to verify if his/her designated Steward is present and available to be seen. If the Steward is present and available, the employee shall sign out on the Unit Sign-Out Log, indicating the Steward's name and work location. Upon return, the employee shall note the time returned in the Log.
- b) The parties agree that in handling grievances, the employee and the Steward will use only the amount of time necessary to handle the grievance.
- c) The Steward will inform the employee's supervisor when entering that area.

I.3.4 Official Representative & Chief Steward Workload Reduction

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~~Official Representatives and Stewards shall have the right to participate in activities of their Union, including their functions as provided in this Agreement, and these rights shall not be restrained or interfered with, and the Department shall not discriminate against Official Representatives or Stewards by assigning caseloads or giving work assignments in excess of the Standards designated for their job classification or function for this reason.~~

County Proposes CCL 5/12/23

I.4 – Layoff

I.4.1 - Seniority Defined

Except as otherwise provided in Sections 5.2 5.7 and 6.9 6.10 6.14 of the Master Agreement, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any coded classification with the County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h). All time on Workers' Compensation, military leave, paternity and maternity leave shall be counted towards days of accrued service.

I.4.2 – Order of Layoff

The department shall at least annually determine the number of positions in each classification that require an MSW and/or a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases, the employees in the department certified in that skill or possessing an MSW shall be retained in order of seniority until the requisite number of positions are filled. It is the understanding of the parties that the term "skill" as used in this section relates to bilingual or multilingual skills. Prior to any other "skill" being added, the parties shall meet and confer. When one (1) or more employees performing in the same class in a County department/agency are to be laid off, the order of layoff in the affected department/agency shall be as follows:

- a) Provisional employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

I.4.3 – Reassignment in Lieu of Layoff

a) **Vacant Code in County**

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification in any County department/agency, provided the employee meets the specialized qualifications which may be established through testing and examination or by selective certification.

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b) **Former Classification**

In the event there are no vacant codes in the same classification in any department/agency, an employee will be offered a vacant position in any classification at the same level in which permanent status had formerly been held, first in the affected department/agency and then County-wide. The employee will not be allowed to transfer to a vacancy that requires an MSW or skills as defined in Section 5.4 5.5 of the Master Agreement (Order of Layoff) not possessed by that employee.

c) **Displacement**

In the event there are no vacancies as listed in (a) or (b) above, the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same level in which permanent status had formerly been held and the regular layoff procedure in that same level shall apply.

**County Response: Decline 4/27/23 UP;
County Proposes to Modify CCL 5/12/23**

I.5 – Personnel Actions

I.5.1 – Performance Appraisal

It is the intent of the parties to foster a positive performance system, which is designed to provide employees and managers a process to openly and positively focus on the achievements of individual and organizational goals and objectives, and to provide feedback on areas needing attention and improvement.

Appraisal and guidelines can be found on the County website.

The specific elements of agreement are as follows:

- a. Appraisals for all employees in this Unit shall be completed and have reports issued **between May 1 and September 1 annually within each calendar year.**
- b. An employee who is dissatisfied with his/her appraisal may request and receive a review from the next level of supervision.
- c. Annual appraisal reports shall be placed in the employee's departmental personnel file, as well as the manager's or supervisor's file. Annual appraisal reports shall not be placed in the ESA-HR personnel file.
- d. Appraisals will not be used by the County in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

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- e. Both the manager and employee shall be trained in the appraisal process before an appraisal can be completed with that employee.
- f. In the event that an SEIU Local 521 Supervisory Unit employee is supervised by more than one supervisor/manager during the appraisal period, each employee may receive more than one appraisal for the period.

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~~I.5.2 – Counseling and Unfavorable Reports~~

~~a) Counseling In the event that an employee's performance or conduct is unsatisfactory or needs improvement, the employee's first level manager shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and regularly scheduled supervisor and manager meetings (i.e. 1:1 monthly supervisor and manager meetings). Counseling should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the employee at the time of the counseling and shall not be placed in the employee's personnel file. When the situation allows, the County will use counseling prior to any unfavorable reports being issued.~~

~~Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.~~

~~b) Unfavorable Reports on Performance or Conduct If upon such counseling an employee'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, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. No unfavorable reports shall be placed in an employee's file unless such report is made within twenty (20) working days of the County's knowledge of the occurrence or incident, which is the subject of this report. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion to their personnel file.~~

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County proposes CCL 5/12/23**

I.6 – Supervisory Practices

I.6.1 – Changes

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In the event of major changes in work expectations by Federal or State actions or level of service determinations made by the County, the Union and the County agree to meet and confer on adjustment of work expectations.

I.6.2 – Orientation

- a. All newly hired or newly promoted supervisors shall be given two (2) days of orientation prior to taking responsibility for the unit. In addition, forty (40) hours of training shall be provided and attended within one hundred and eighty (180) days of commencement of duties as supervisor.
- b. Employees in the social work series who, as the result of layoff, are displaced into the eligibility work series shall be given twenty-four (24) hours of training within the first thirty (30) working days after commencing their new duties.

I.6.3 Supervision

Supervisors shall normally be expected to spend approximately twenty percent (20%) of their time reviewing the work of the unit. This expectation may be increased if the production of the unit falls below minimum performance standards.

Supervisors shall review and supervise the work of the unit to ensure that workers are engaged in performing at a level that meets Federal, State and County standards.

Social Services Program Managers shall involve supervisors in the process to encourage the use of evidence-based best emerging practices and the development of specific case review requirements.

I.6.4 – Supervisory Ratio

The Social Services Agency recognizes that there is benefit to be received from achieving and maintaining appropriate spans of control for supervisors to ensure quality work is performed in each area.

County proposes to modify – proposal forthcoming 5/12/23

I.6.5 – Trainer Preparation Time

The County will provide adequate periods of training preparation when Social Work Training Specialist, Staff Development Specialist and Associate Staff Development Specialist design, develop, or deliver new, existing, or updated training as follows:

1. Preparation time of research, design, and development of new training (which includes curriculum, presentation, exercises/activities, practice, job aides/handouts & other miscellaneous): up to 14 hours per 1 hour of

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instructional time. depending on trainer knowledge, experience, and available resources.

2. For existing training where updates are required: up to 3 hours per 1 hour of training content. This only applies to the specific areas of the training content where revisions are required – it does not apply to the entire subject/topic presentation hours.
3. Preparation time to deliver a pre-existing training where updates are NOT required, where trainer has not previously presented the content and requires adequate time to familiarize themselves with the content and materials, including practicing presentation of materials: up to 2 hours per 1 hour of training content.

Additional preparation may be granted if the need arises or when management has made a major change in the trainer's assignment

I.6.6 – Staffing

- a) In all cases of promotion and transfer requests, supervisors shall have the opportunity to interview and recommend for selection the employee on the appropriate list to be transferred or assigned to the supervisor's unit.
- b) In case of administrative transfers, supervisors shall be consulted in advance of any assignment of a new employee and given the opportunity to offer objections and alternate assignment suggestions. The final decision will be made by management.

I.6.7 – Uncovered Caseloads

Uncovered caseloads are those created by vacancies and other long-term absences. "Long-term" means an absence of more than twenty (20) working days or as determined by the supervisor in consultation with the manager.

Once a case is uncovered, the supervisor and manager will work in collaboration with each other to ensure that the cases are worked on and reassigned within the unit as soon as possible and to other units as needed. After 10 working days, the supervisor will notify the workers how uncovered cases will be handled.

Supervisors will make arrangements within their units to cover caseloads during preapproved vacations and short-term absences.

Cases in control (DEBS) shall not be handled by supervisors.

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I.7 – Premium Pay

I.7.1 – On-Call Pay

a) — Beepers or Cell Phones—

~~Beepers or cell phones shall be provided to all employees when placed on on-call status. On-Call pay is subject to all provisions of Article 8, Section 8.7 On-Call Pay.~~

I.7.2 – Call-Back Pay

a) If overtime work does not immediately follow or precede the regular work shift, and the worker is required to leave home and return to a recognized County work location, a minimum ~~of four (4)~~ two (2) hours call-back time shall be credited the employee. Supervisors who are assigned and authorized to respond to client, facility or recognized agent telephone calls without returning to work location, shall be credited with call-back pay of twenty-four (24) minutes or the actual time spent on the transaction, whichever is greater. Call-back pay is subject to all provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. Employees will be credited for each call-back during a scheduled shift.

b) — Non-Contiguous Overtime Pay

~~If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours overtime shall be credited to the worker when up to four (4) hours of work is assigned. Non-contiguous overtime pay is subject to all the provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. A worker is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift except that a worker shall not be credited with an additional four (4) hour guaranteed minimum until the original four (4) hours has elapsed. Noncontiguous overtime will be voluntary.~~

I.7.3 DFCS Pay Differential for Social Work Supervisors

Employees in the classification of Social Worker Supervisor who are in a Dependency Intake Unit, Continuing Unit, Voluntary Family Maintenance Unit, the CANC, Non-Minor Dependent Unit, Dually Involved Unit, Adoption Finalization Unit, Resource Family Approval Unit, Post-Adoption Unit, Placement unit, Social Worker I Supervisors and Joint Decision Making Unit in Department of Family and Children Services, (DFCS), shall receive a differential of six (6%) percent of base wage.

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Emergency Response Supervisors in the classification of Social Work Supervisor in Department of Family and Children Services, (DFCS), shall receive a differential of eight (8%) percent of base wage.

I.7.4 Multilingual Differential

- a) The County will pay a differential of one hundred ninety dollars (\$190) a month to bilingual workers covered by the Social Services Supervisory Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification (trilingual), and an additional twenty dollars (\$20) per month for a fourth language certification (quadrilingual).
- b) The County and the Union shall meet at least once during the term of this Agreement to review the number and location of bilingual positions designated.
- c) First-line supervisors and staff support employees may receive bilingual pay if their positions have been designated as bilingual.
- d) Certification for a second language will be done in accordance with current bilingual certification procedures.

I.7.5 Transfer Opportunities

~~The County shall continue a transfer information system which workers will access online to obtain information on transfer opportunities for classifications within the Social Services Agency resulting from:~~

~~1. New positions authorized to the Agency, and~~

~~2. Vacancies resulting from promotion, resignation, termination, or transfer.~~

~~Such~~ Transfer opportunities shall be listed with the transfer information system on a quarterly basis. Any necessary temporary administrative reassignments may be implemented within the Agency pending regular selection and assignment.

~~Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the positions.~~

a) **Transfer Requests**

Employees holding permanent and probationary status in a classification who wish to transfer to another position in the same classification within the Agency shall submit their request four (4) times a year using the on-line transfer information system. Appropriate transfer requests will be provided to the interviewing supervisor (subject to approval of the appointing authority or his/her designated representative) who will interview up to five (5) names on the transfer list with the

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most County service seniority based on the payroll statement - days of accrued service prior to requesting the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184(c).

- b) For Social Work Supervisors in the ER Bureau at Julian location: When a vacancy occurs in the ER Bureau, a lateral transfer will first be made available to permanent status workers in the same class who are already performing the same programs and functions in his/her unit. Should there be volunteers in the ER Bureau units that meet the requirements and specialized qualifications required for the position, management must choose from this pool of volunteers to fill the position by seniority. ER unit volunteers may not apply for the lateral transfer if they have been disciplined as defined in section 6.4 and 6.5 for attendance or performance within the last 9 months. The resulting vacancy that occurs in the ER Bureau will be filled following the process specified in 6.13
- c) **Administrative Transfers**
Administrative transfers between geographic locations will be made as follows:
 - 1. Volunteers in order of most County seniority (days of accrued service).
 - 2. Assigned by inverse County seniority (days of accrued service).
 - 3. Supervisory Unit members in South County shall be considered to be in the same geographical location.

Upon Union request, the County will meet and confer on the group of employees to be designated for the seniority purposes of this section.

The assignment preference of the supervisory unit member, if any, including that to other bureaus, is a proper subject of consideration.

County Proposes CCL 5/12/23

I.8 – Pay Practices

I.8.1 – Part-Time Salaries

- a) Split Codes
Requests for split codes shall not be unreasonably denied.

I.8.2 - Temporary Higher Classification Assignment

- a) Temporary higher classification assignment may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have

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been followed with approval of the Director of Personnel or designee. When an employee is assigned all the significant duties of a higher classification the employee will receive pay consistent with the promotional pay procedure as set forth in Article 7, Section 7.3, of the Master Agreement commencing on the first such working day.

- b) Employees must meet the minimum qualifications of the higher classification.
- c) An employee temporarily assigned temporary higher classification assignment shall receive pay for:
 - 1. Holidays when the employee is assigned temporary higher classification assignment the day prior to and following the holiday.
 - 2. Sick leave absences when the employee is assigned temporary higher classification assignment and while absent is not relieved by the incumbent or by another employee assigned temporary higher classification assignment in the same position.

I.8.3 -Acting Unit Manager-Work Out of Classification (WOOC)

A supervisory unit employee may be assigned by the appropriate manager to cover occupied codes for an absence period of one workday or greater for any higher classification. The assigned employee(s) shall receive pay consistent with Article 7, Section 7.3 of the Master Agreement commencing on the first (1st) working day.

WOOC assignments will be rotated as equally and as equitable among the employees within their reporting areas/work locations. If there are no employees available, the manager may go outside the reporting areas/work locations.

County Proposes CCL 5/12/23

I.9 – Leave Provisions

I.9.1 – Compulsory Leave

a) **Court Related**

The appointing authority may require an employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the employee's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee.

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1. **Determination of Innocence**

If there is a determination of innocence or the charges are dropped, the employee shall be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this Section.

2. **Determination of Guilt**

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

I.9.2 – Leave Without Pay

a) **Reasons Granted**

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided written notice is given at least five (5) working days in advance. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice of at least twenty working days to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.
4. Paternity leave, not to exceed six (6) months.

I.9.3 – Professional Development

a) **General**

1. The County will fund, on a matching basis, up to ten thousand dollars (\$10,000) per fiscal year for group and individual professional development and for education, as described in sections "b" and "c". This funding is over

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and above the County-wide tuition reimbursement program and departmental programs as presently funded/budgeted.

2. The ten thousand dollars (\$10,000) will initially be allocated as follows: seven thousand dollars (\$7,000) individual; three thousand dollars (\$3,000) group.
3. The Professional Development Fund will be administered and requests reviewed/ approved by a County/Union Committee consisting of three (3) persons having equal status: one designated by the County, one designated by the Union, and a third party agreeable to both the County and the Union. Decisions and actions of the Committee shall be by majority vote. They will meet at least weekly, if required, on a regularly scheduled basis. They will jointly develop the procedures and forms necessary for operation of the program as described herein, and revise them as necessary.

b) **Individual**

1. Funded on a matching basis: fifty percent (50%) by the employee and fifty percent (50%) by the County, up to a maximum County contribution of eight hundred dollars (\$800.00) for any individual per fiscal year and subject to the other limitations set forth herein.
2. The requested expenditure must relate to the employee's job or one to which he or she could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.
4. At least five (5) working days must be allowed for prior approval and ten (10) working days for a cash advance (if appropriate) in the amount of the estimated County contribution.
5. Allowable expenses shall include but not be limited to: conference and seminar registration fees; Licensed Clinical Social Worker initial exam fee, Licensed Clinical Social Worker renewal fee; tuition not reimbursed under the tuition reimbursement program; books and materials required for a conference, seminar or course; expenses for travel out of the county to attend a conference, seminar or course, including transportation, meals, lodging, car rental, etc., per County reimbursement policy, procedures and schedules. An itemized statement of expenses shall be submitted by the employee for reimbursement or accounting as the case may be.

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c) **Group**

1. Funded on a matching basis: twenty-five percent (25%) by the participating employees and/or the Union, and seventy-five percent (75%) by the County.
2. The Union will plan and budget group programs for review and approval by the County/Union Committee. Each proposed program will be considered separately on its own merits.
3. The Union will administer the approved programs, making all the necessary arrangements, etc.
4. Release time will be provided for such programs.

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I.10 – Grievance Procedure

~~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 employees, 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.~~

I.10.1 – Grievance Defined

a) **Definition**

~~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 an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 18 19.1(b) of the Master Agreement.~~

b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. ~~Disciplinary actions taken under Section 708 of the County Charter.~~
2. ~~Probationary release of employees.~~
3. ~~Position classification.~~
4. ~~Workload/Caseload, except as provided in Article 7.~~
5. ~~Merit System Examinations.~~

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~~6. Items requiring capital expenditure.~~

~~7. Items within the scope of representation and subject to the meet and confer process.~~

I.10.2 – Grievance Presentation

~~Employees 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 employees, 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 employees represented by the Union without notification to and consultation with the Union.~~

I.10.3 – Procedural Compliance

~~Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with an employee 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.~~

I.10.4 – Notice/Time Limits

~~Notices shall be considered given/presented when deposited in the U.S. Mail and addressed to the last known address or when personally delivered. 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 move to the next step.~~

I.10.5 – Informal Resolution

~~It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. A meeting should normally take place if it is agreed by the parties that such meeting would assist in clarifying or resolving the grievance. The employee may be accompanied by his/her 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.~~

I.10.6 – Formal Grievance

a) Step One

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~~Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to Labor Relations, and this copy shall dictate time limits. The grievance form shall contain information which identifies:~~

~~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 employee to enter the grievance.~~

~~The County shall respond in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be sent to the person identified in (7) above and the grievant(s). A copy shall be sent to the Union and this copy shall dictate time limits. At this step, a meeting shall be held prior to the County's response upon request of either party.~~

~~b) **Step Two**~~

~~If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present to the County Executive's designated representative a written request that the grievance be referred to an impartial arbitrator.~~

~~The County shall request a list of seven arbitrators from the State Mediation and Conciliation Service within five (5) working days of receipt of the request for arbitration.~~

~~c) **Step Three – Pre-Arbitration Meeting**~~

~~Prior to grievances being arbitrated, they shall be reviewed by Union and Management at a Pre-Arbitration Meeting.~~

~~The parties will review all pertinent information and attempt to reach a settlement.~~

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I.10.7— Arbitration

- a) ~~All grievances unresolved at the Pre-Arbitration Meeting shall be heard by an arbitrator.~~
- b) ~~The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from a list of seven (7) provided by the State Mediation and Conciliation Service. The arbitrator shall be advised that the arbitration will be conducted according to the following rules and agree to abide by them:~~
- ~~1. Arbitration proceedings shall be reported at the request of either party and the court reporter's fee will be shared equally by the parties. If a transcript is ordered by the arbitrator and/or both parties, the cost will be shared equally. If only one party orders a transcript, that party shall pay for it.~~
 - ~~2. The parties shall generally be represented by staff advocates, unless either party requests that attorneys be utilized. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.~~
 - ~~3. 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 or requested by the arbitrator.~~
 - ~~4. The arbitrator shall render his or her decision in writing within thirty (30) days after each party has presented and summarized its case.~~
 - ~~5. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's hearing.~~

~~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 employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee involved, and with the concurrence of the Union, unless the grievance is deemed a Union or group grievance prior to submission to step two. Decisions of the arbitrator shall be final and binding.~~

I.10.8— Arbitration Release Time

- a) ~~The employee 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 employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated~~

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~~spokesperson for the entire hearing. Release time will also be granted to the appropriate Chief Steward.~~

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

I.11 – Guidelines For Departmental Safety Committees Established by the County-Wide Joint Labor/Management Safety Committee

I.11.1 – Employee Representatives

In the event that no Union Safety Steward is designated by the Union, employee representatives shall be elected by a democratic vote conducted by the Union.

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