

APPENDIX I – SUPERVISORY UNIT

6/7/2023

Appendix I Supervisory Unit TA's to County and Union Proposals

County and Union agree to CCL (CP 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.

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

From: SCCo To: SEIU June 7, 2023

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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 and Union agree to CP 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.
- 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.

County and Union agree to CCL (CP 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 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.
 1. 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 and Union agree to CCL (CP 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.

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 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.

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.

County and Union agree to Delete CCL (UP 5/12/23)

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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