

**SEIU Local 221 Proposal to County of San Diego-DRAFT  
May 4, 2017**

The Union makes the following proposal to modify the Memorandum of Agreement for the Joint Agreement which expires June 22, 2017. Any section or Sideletter not modified is intended to remain current contract. The Union agrees to sign tentative agreements which remain tentative pending final ratification by the Union's members and the County Board of Supervisors. Each Proposal will be, unless otherwise stated, applicable to the Joint MOA, RN MOA, Health Services MOA and Social Worker MOA.

ARTICLE 10. PERSONNEL PRACTICES

Preamble- Investing in San Diego Families

1. Investing in San Diego Families

The Union and the County agree that human services programs should be coordinated and proactive. The parties agree on achieving a vision in which San Diego County is a place in which all San Diegans truly thrive and have quality lives through a three part program:

- Transforming the Safety Net into a **Safety Ladder** that helps people climb out of poverty and despair through full enrollment and funding for health care, mental health, nutrition, housing and jobs programs.
- Creation of a **Smart Justice** approach to public safety by moving from the ineffective justice system based on reactive punitive practices to a restorative system that funds and supports education, proactive engagement, restorative practices, mental health and drug treatment, rehabilitation and full reintegration into our communities.
- A Commitment to **Good Jobs and A Vibrant Economy**. San Diego County directly employs over 20,000 San Diegans and funds the employment of many more through sub-contracting, outsourcing, grants and other areas. The parties agree that all workers employed and/or funded through San Diego County will receive livable wages and have the health care, retirement and other benefits that ensure a vibrant and healthy economy.

During the term of this Agreement, the County shall provide staffing and training needed to improve delivery of services to San Diego residents without creating an unfair burden on the employees. The parties will meet and confer on staffing, *timelines for program development* and service delivery including in the following areas:

- Pre-trial services- fund and hire sufficient staffing to provide pretrial evaluations and assessments within 24 hours of arrest for every eligible person who is arrested and booked into County jail.
- Mental Health Services- reduce registry and agency costs and improve continuity of care by providing sufficient County staff to ensure adequate access for both emergency and ongoing mental health care for all San Diego families.
- Immigrant and Refugee Services - maximize the efficiency of the package of services available to immigrants and refugees such as creating a county office immigrant and refugee support services and expanding County Medical Services.
- Measure and maximize enrollment in Support Services *including but not limited to* (Medi-cal, Calfresh, Calworks) with a target of full enrollment by July of 2022. Increase staffing, provide additional training or make process changes to increase retention of eligible enrollees by minimizing unfair rejections and removals.
- Consistent with best practices in reducing recidivism and trauma, adopt an emphasis on restorative and rehabilitative approaches to criminal and juvenile justice, including increasing the size of the mental health staff to ensure that all justice-involved individuals have access to appropriate mental health support. And invest in restorative practices training for all justice-involved staff to ensure uniformity in approach.
- Maximize participation of critical services to our community by supporting eligibility expansion of state and federal service programs and support and expanded access to health care for all San Diegans.

## Section 1. Personnel Files

An employee, or a Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. Employees shall normally request such files forty-eight (48) hours in advance of such inspection.

An employee shall be entitled to read any statement, written by the employee's supervisor or departmental management, on his/her work performance or conduct if such statement is to be filed. No such statement shall be filed before all County appeal rights are exhausted. If such a statement is inadvertently filed before all County appeal rights are exhausted, the employee may request sealing of the applicable portions of

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his/her file by the Civil Service Commission. The request for sealing may be made after a decision on the appeal has been rendered. All such statements on which filing is delayed pending completion of the County appeal process, shall be filed upon the rendering of a decision, if such decision upholds the statement or charges against the employee in whole or, if upheld in part, it shall be filed as amended.

The employee shall acknowledge reading such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to initial, the supervisor will sign, noting the refusal of the employee to initial.

Disciplinary action includes a letter of warning, written reprimand, suspension, demotion, or discharge. If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee a copy of all documents or written statements used by the department as a basis for its action. The County shall not use, in future disciplinary processes, any material which is older than one year. (clarify status of performance evaluations and COC)

At the time of conferences, meetings, or hearings held for the purpose of disciplinary action as defined in the paragraph above or which the employee believes may result in disciplinary action, the employee shall have the right to representation, including Union representation.

The employee shall have the right to respond to any document which shall be made a part of his/her permanent record- with a written statement of a reasonable length.

All correspondence of commendation shall be entered as a permanent part of an employee's personnel file, except where they are shown to be frivolous. In that case, they shall be returned to the employee.

Any document that was mistakenly placed in the employee's personnel file shall be removed from the personnel file by the Department of Human Resources upon the written request of the employee and the employee's appointing authority.

All departments shall follow Department of Human Resources Policy 1003 – Employee Performance Appraisals.

### Section 2. Dismissal During Probation

Probationary employees will be given as much notice as is possible of their dismissal during probation either through the performance report or other written notification. In the event that emergency circumstances exist in which the immediate removal of an employee is essential to avert harm to the County or to the public, or in which the

employee has threatened harm to the County or public, the appointing authority may remove the employee immediately.

Section 3. Employees in the Food Services Unit

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For employees in the Food Services Unit, management will provide a list to provide relief for sick leave and other personnel shortages in the Probation Department and the Health & Human Services Agency. Employees on this list will either have prior experience at the facility where they are relieving or other equivalent experience which would qualify them for working at the facility. The County will provide the Union with a monthly report of the hours of the relief list. In the event the County does not provide the monthly report or fails to maintain the relief list, affected full time and part time employees shall receive a short staffing differential of \$200 per month per employee effective the first of the month in which the County failed to meet the two conditions above.

### Section 4. Environmental Health Specialist I, II & III (add Supervisor)

Employees in Class 4721 – Environmental Health Specialist I (PR), Class 4722 – Environmental Health Specialist II (PR) and Class 4723 – Environmental Health Specialist III (PR) shall be granted the necessary time, up to eight (8) hours of County time, in which to take the exam for Registered Environmental Health Specialist.

### Section 5. Working Conditions and Workload Standards Committee – Social Work Supervisors Unit

It is agreed that the Union can establish a standing committee to review and monitor working conditions and workload standards directly impacting this unit.

This committee will include a maximum of three (3) employee representatives and may be convened at the request of the Union to meet with management to discuss unusual problems in physical working conditions or major changes in workload which are under study as the result of management review of Federal and State regulations and legislation prior to implementation whenever possible.

Both parties recognize that the Health and Human Services Agency is subject to many external influences and controls which generate or preclude changes under the authority of Agency management. Such issues as physical working conditions and operational circumstances may require consideration of management outside the Agency.

Management recognizes the need to actively communicate with the Union on matters pertaining to changes in working conditions and will utilize this committee to enhance this communication.

The committee will make recommendations to the Director of the Agency. The Director will accept or reject the recommendations and will respond to the committee in writing within a mutually agreed upon time.

### Section 6. Application of Seniority to Administrative Transfers – Social Work

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Supervisors Unit

When employees in classes in the Social Work Supervisors Unit are to be administratively involuntarily transferred, ~~the application of seniority to said transfers will be discussed by the Health and Human Services Agency with the Union upon request.~~  
seniority will apply.

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### Section 7. Legal Representation

Upon request of an employee and subject to any limitations provided by law, the County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the County in a court of competent jurisdiction on account of any act or omission occurring within the course and scope of his/her employment as an employee of the County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the County pursuant to the provisions of the California Government Code, now and as amended or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

### Section 8. Layoff Procedure

#### A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this procedure.

#### B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Chief Administrative Officer may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Chief Administrative Officer has authorized the layoff. Prior to such layoff, the appointing authority shall provide the Union with notice and, upon request,

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shall meet on the impact of the layoff with the Union to discuss this matter and alternatives to such layoff.

2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

### C. Notice of Layoff

1. Department of Human Resources Notice to Department and to Union. Prior to the occurrence of a layoff, the Director, shall provide written notice to the Union when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.
  
2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. The notice shall contain the following information:
  - a. The effective date of layoff;
  - b. The seniority rating of the employee computed by the Director;
  - c. The seniority ranking of the employee on the layoff list for the particular class involved in the layoff;
  - d. The total number of layoffs for the particular class;
  - e. A statement of the computation of seniority ratings and rankings;
  - f. A copy of the complete layoff list compiled by the Director showing the seniority rating for each employee on the layoff list;
  - g. A statement that the employee has the opportunity to contact the Director or designated representative no later than five (5) business days after receipt of the Notice of Layoff to inspect the records

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relating to the computation of the layoff list including the employee's seniority rating and ranking, and to meet with the Director or designated representative regarding any corrections related to such list, rating, or ranking. The employee shall be informed that failure to contact or meet with the Director or designated representative within the prescribed period will be deemed a waiver of any objections that might have been raised regarding the list, rating, or ranking;

- h. A statement that the layoff will be effective on the date indicated unless the appointing authority advises the employee in writing otherwise prior to the effective date and time set forth on the notice;
- i. A copy of provisions of Rule XIV of the Rules pertaining to layoff.

### D. Approval and Service of Notice

The Notice of Layoff shall be approved by County Counsel prior to its distribution to any employee. The Notice of Layoff shall be served, either personally or by mail, on an employee at least thirty (30) calendar days prior to the effective date of the layoff.

### E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the department shall be in the following order (the appointing authority may lay off a volunteer for layoff at any point in this order):

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.
2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.
3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.
4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

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Permanent employees shall be laid off according to the layoff ratings, lowest ratings first. The order of layoff within categories 1, 2, and 3, and for permanent employees with equal layoff ratings, shall be at the appointing authority's discretion. Employees on leave shall be laid off or demoted in lieu of layoff as if they were active employees.

F. Seniority

Seniority is the employee's total hours of continuous County service. All service of a blanketed-in employee shall, for the period prior to classification to the position, be credited for seniority purposes whether or not it was continuous. All seniority is lost upon resignation or dismissal. Any employee who has gained permanent status and is laid off, shall, if reinstated, regain his/her seniority credit possessed at the time he/she was laid off.

G. Calculation of Layoff Rating

1. Continuous-service-date to May 23, 1986 ("historical" layoff rating). The purpose of this "historical" layoff rating is to calculate employees' service credit for purposes of the past to the date of the last full pay period May 9, 1986. These points will constitute employee's layoff rating for the past, to which the points calculated for prospective implementation (standard layoff rating) will be added as provided below:

Historical layoff rating: One (1) point for each hour of continuous (unbroken) service from last date employee was hired into the classified service (80 points for each full biweekly pay period).

2. Standard layoff rating: One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in paragraph (1) above.
3. Formula for combining historical and standard layoff ratings. Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standards ratings:

Total historical ratings: \_\_\_\_\_ Hours  
Plus: standard rating: \_\_\_\_\_ Hours  
Total: \_\_\_\_\_ Hours/Points

The total of these two ratings shall constitute the employee's official layoff rating.

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### H. Demotion in Lieu of Layoff

The appointing authority shall determine by class, subject to review by the Director, whether demotion shall be afforded employees as an option in lieu of layoff.

At the request of the appointing authority, a permanent employee shall, in lieu of layoff, be afforded the option of demotion within the same department to a position in a lower class, provided that no such demotion shall in turn require the layoff or demotion from such lower class of any employee whose layoff rating is at least as high as that of the demoting employee. A probationary employee may be afforded the opportunity to accept a demotion within the same department to a position in a lower class provided no such demotion shall in turn require the layoff of any employee in the lower class. Such probationer shall not become permanent in the lower class by this action except by completing a new full probation period in such lower class.

### I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

### J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees shall be on the reinstatement list for three (3) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal.

In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of

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layoff except in the inverse order thereof. Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which he/she is eligible for such reinstatement, subject to the following:

1. A new probationary period shall not be required of an employee reinstated to a department from which he/she was laid off.
2. A new probationary period shall be required of an employee reinstated to a different department than that from which he/she was laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond three (3) years from the date of placement on it.
3. A reinstated employee will regain his/her seniority credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

### Section 9. Safety- Workplace Violence Prevention Standards

The County and the Union agree that safe working conditions are the mutual responsibility of each employee and supervisor. Each employee has the responsibility to immediately report an unsafe working condition to his/her supervisor. The supervisor has the responsibility to investigate an allegation that a working condition is unsafe. The parties agree that the following procedure shall be utilized in promoting a safe work environment for all employees:

- A. All employees shall be entitled, through an appropriate forum, to participate in the development of safety programs.
- B. The County shall provide a list of all safety officers, their department, addresses, and phone numbers to the Union. Such list shall be kept current by the County.
- C. No employee shall be obligated to work in a facility or worksite, with any machinery or on equipment which is not safe.
- D. Any employee who believes that an unsafe condition exists shall report such condition verbally to the supervisor immediately upon discovery of such condition. An employee may bring a union representative if it does not interfere with the immediate reporting of the safety issue. The employee shall report such condition to the supervisor in writing as soon as possible. After

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receipt of a written report, the supervisor shall have the responsibility to remedy the situation or to seek an opinion from qualified personnel in the County whether an unsafe working condition exists. If a determination is made that an unsafe working condition exists, corrective action process shall be initiated as soon as possible.

- E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to his/her Union steward, or if no steward is available, the Union field representative. Such Union officer shall be entitled to communicate with the appropriate safety officer(s) or, subsequently, the appointing authority's representative to seek a resolution of the issue.
- F. A disagreement between the employee and the supervisor as to whether or not an unsafe working condition exists may be addressed pursuant to the Grievance Procedure. Such grievance shall be processed in an expeditious manner.
- G. The County and the Union agree to work together to implement Title 8 Section 3342 Workplace Violence Prevention in Health Care. The Union and County shall develop specific Workplace Violence Prevention Plans in the Departmental labor management committees in Section 10 of this Article. The County and the Union shall meet and confer between April 1, 2017 and March 31, 2018 to agree on Workplace Violence Prevention Plans for all classifications of caregivers covered by this requirement (HSA and Sheriffs)

### Section 10. Labor Management Committees

#### B. Departmental Committees

1. Departmental Labor Management Committees will be established in the Departments of General Services, the Health and Human Services Agency, Public Works, Public Safety Group, Finance and General Government, Clerical unit and the Sheriff to be composed of a coordinator and four (4) employee representatives and one (1) staff representative from the Union, and five (5) representatives from the County. The Committee shall address issues concerning all departments employing employees covered by this Agreement.
2. The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee, may be discussed. However, the Labor Management Committee shall not have the authority

to add to, amend, or modify this Memorandum of Agreement.

3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the Committee Coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number may be called to the meeting, subject to their availability. The Union may elect to add reps for certain issues at any worksite with more than 50 bargaining unit employees if that worksite has not had previous representation.
  
4. ~~During the term of this Agreement, the Union and the County shall provide staffing needed to improve delivery of services to San Diego residents without creating an unfair burden on the employees. The Union and County will discuss staffing and service delivery in the following areas:~~
  - ~~Pre-trial services provide staff needed to increase pace of pre-trial services such that individuals arrested and eligible for the STAR program are evaluated and assessed within 24 hours;~~
  - ~~Mental Health Services provide sufficient County staff to reduce registry and agency costs and improve continuity of care~~
  - ~~Immigrant Services review the efficiency of the package of services available to immigrants and refugees and Create one County authority to oversee immigrant refugee support services~~
  - ~~Measure and maximize enrollment in Support Services (Medi-cal, Calfresh, Calworks)~~

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

5. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed two (2) hours per meeting.

### C. Departmental Ad Hoc Labor Management Committee

The parties agree to establish Ad Hoc Labor Management Committees for all departments not listed above to be convened upon mutual agreement or upon request of the Union to address issues concerning all employees covered by this Agreement.

1. Such Ad Hoc committees shall each be composed of a coordinator and three (3) employee representatives and one (1) representative from the Union and four (4) representatives from the County.
2. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee, may be discussed. However, such Ad Hoc Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.
3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted mutually designated committee coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number maybe called to the meeting, subject to their availability.
4. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed (2) hours per meeting.

### D. Labor Management Committee – Social Work Supervisors

1. A Labor Management Committee shall be established and shall be composed of three (3) employees from the Social Work Supervisors' bargaining unit and one (1) staff representative from the Union and four (4) representatives from Health and Human Services Agency. The committee shall review and monitor working conditions and workload standards directly impacting this unit.
2. The committee shall meet at least quarterly. In addition, upon the written request of either party, and upon mutual consent, a meeting may be scheduled to deal with issues that may arise within the Health and Human Services Agency.

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Grievances and adverse actions shall not be discussed at such meetings. Matters related to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee may be discussed. However, the Labor Management Committee shall not have the authority to add to, amend or modify this Memorandum of Agreement.

3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the committee coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed a reasonable number may be called to the meeting, subject to their availability.
4. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time not to exceed two (2) hours per meeting.

### **Section 11 Workforce Development Committee**

- A. In order to develop employees to fill high vacancy/high turnover positions, the County and the Union agree to the following process;
- B. The County and the Union will meet and reach agreement on a list of "hard to fill" positions based on vacancy and turnover data;
- C. The County and the Union will meet with staff in the Probation Department assigned to assist low level offenders in transitioning to employment.
- D. The County and the Union will identify employees who are in jobs related to the hard to fill positions and assess the obstacles to the development of an internal hiring pool for the positions
- E. The County and the Union will identify positions available for at risk youth and adults
- F. The County will place XXXX in the positions during the term of this agreement.

### **Section 12 Subcontracting**

During the term of this Agreement, the County has no present intent to privatize or subcontract any bargaining unit work. In the event the County desires to subcontract or privatize any bargaining unit work or renew contracts for services whose employees perform bargaining unit work, the County shall notify the Union at least ninety days in advance and bargain over the decision and the impact, upon request from the Union.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

The Union and the County will review current bargaining unit work being performed by contract agencies and develop and agree upon a procedure to determine if the work could feasibly be performed by bargaining unit employees.

For the Union

\_\_\_\_\_

Date

For the County

\_\_\_\_\_

Date