

Passed to Union @ 1:20pm  
on 6/6/19

COUNTY OF SACRAMENTO  
TO  
SEIU, LOCAL 1021  
WELFARE SUPERVISORY UNIT

COUNTER-PROPOSAL TO SEIU'S #12, CLEAN UP (SECTIONS 16.7-18.1)  
June 6, 2019

*The County makes the following counter-proposal to specific sections of SEIU's Proposal #12 encompassing gender language clean-up for Sections 16.7 through 18.1:*

*(County's proposed changes to specific sections are highlighted)*

*All Applicable Sections:*

**Any use of "their" or "they" as a singular pronoun shall be changed to "employee" where appropriate.**

*Revise Section 16.17(f) & (h):*

**16.17 DECISION**

- f. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his or her **the** decision to the application and interpretation of its express provisions. ~~arbitrator~~ *arbitrators*
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- h. The decision of the arbitrator shall be final and binding as to all matters within his **the arbitrator's** jurisdiction.

*Revise Section 16.24(b)(2):*

**16.24 APPOINTMENT AND CERTIFICATION PRIORITIES**

- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
  - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.

- (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless ~~he or she~~ <sup>they</sup> the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to ~~his or her~~ <sup>their</sup> the person's last known address, and ~~he or she~~ <sup>they</sup> the person has failed to accept the appointment in writing within ten (10) calendar days following the date of mailing of the notice.

Revise Section 16.25(c) & (d):

## 16.25 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Subsection c.(2) of Section 16.24, except in instances where the person states in writing that ~~he or she~~ the person is temporarily medically incapacitated.
- d. In the event a person states in writing that ~~he or she~~ <sup>they</sup> the person does not desire appointment from the list, or fails to file a written statement expressing ~~his or her~~ the person's desire for appointment within ten (10) calendar days following certified mailing to ~~his or her~~ <sup>their</sup> the person's last known address of written inquiry concerning such desire.

Revise Section 16.26(c) & (e):

## 16.26 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

- c. In the event a person states in writing that ~~he or she~~ the person does not desire appointment from the list, or fails to file a written statement expressing ~~his or her~~ the person's desire for appointment within ten (10) calendar days following certified mailing, to ~~his or her~~ the person's last known address of written inquiry concerning such desire.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in Subsection d. of Section 16.25, a person shall be authorized to decline appointment to a class to which ~~he or she~~ the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. However, the person shall not thereafter be certified



for appointment to a vacancy which falls within the description of the written objection.

Revise Section 16.35(d) & (f):

### 16.35 DECISION

- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit ~~his or her~~ **the** decision to the application and interpretation of its express terms. *↓ arbitrator's*
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of the article.
- f. The decision of the arbitrator shall be final and binding as to all matters within his or her **the arbitrator's** jurisdiction.

Revise Section 17.5 (p):

### 17.5 CAUSE FOR DISCIPLINARY ACTION

- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her **the employee's** employment.

***The County accepts all other gender language clean up proposed by SEIU's in its Proposal #12 encompassing Sections 16.7 through 18.1; however, this does not constitute a tentative agreement, withdrawal, revision, and/or counter-proposal to any other separate County proposal or SEIU proposal involving the same sections.***

Date \_\_\_\_\_

\_\_\_\_\_  
Chris Bolshazy  
Chief Negotiator  
Welfare Supervisory Unit

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Adrian Johnson  
Chief Negotiator  
County of Sacramento