

Passed 5/30/19

COUNTY OF SACRAMENTO
TO
SEIU, LOCAL 1021
WELFARE SUPERVISORY UNIT

COUNTER-PROPOSAL TO SEIU'S #1, CLEAN UP (SECTIONS 1.1-10.11)
MAY 30, 2019

The County makes the following counter-proposal to specific sections of SEIU's Proposal #1 encompassing gender language clean-up for Sections 1.1 through 10.11:

(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 2.2(d):

2.2 UNION REPRESENTATION

d. Upon request of the aggrieved supervisor employee, a steward as provided in Subsection c. above (or the Supervisor Chapter President) may investigate the grievance or dispute, provided it is in his their the steward's area of responsibility, and assist in its presentation. He The Chapter President or Steward shall be allowed a reasonable time for this purpose during working hours without loss of pay, subject to prior notification and approval by his the immediate supervisor. For investigations which take him the Chapter President or Steward physically outside his their regular work area, such notification shall be on a form prescribed by the County, which will state the amount of time spent for the purpose. When a steward is investigating grievances within his a the steward's regular work area, the prior notification and approval may be oral and the form need not be used. However, the steward shall accurately record on his their the employee time sheet all on-duty time spent investigating grievances. The assignment of more than one (1) steward (or the Supervisor Chapter President) on County-paid time to handle a grievance shall be subject to prior approval of the County Executive or his designated County representative and approval shall not be unreasonably delayed or withheld.

Revise Section 6.2(a-e):

6.2 STANDBY ASSIGNMENTS AND CALL BACK

a. Any supervisor employee who is required to remain on standby for emergency work shall have the option, with management approval, to be paid the equivalent of two (2) hours straight time pay or two (2) hours compensated time off for each eight-hour standby shift, whether or not he the employee is called to work.

b. Any ~~supervisor~~ employee who is required to remain on standby for a four-hour shift for emergency work shall be paid the equivalent of one (1) hour straight time pay for each four-hour standby shift, whether or not ~~he/she~~ the employee is called to work.

c. ~~A supervisor~~ An employee who performs emergency work on standby duty shall be compensated therefor as overtime work. A minimum of two (2) hours compensated time off per shift shall be given to ~~a supervisor~~ an employee who is called back, in addition to the standby pay to which such ~~supervisor~~ employee is entitled pursuant to Subsection a.

d. Any ~~supervisor~~ employee called in to work shall receive a minimum of two (2) hours compensating time off, except as provided in Subsection e. below.

e. ~~Supervisors~~ Employees assigned to Protective Services who are called back shall be compensated with pay at one and one-half times the hourly rate or by compensating time off on the basis of one and one-half hours off for each hour of overtime worked.

Revise Section 9.1(a):

9.1 VACATION

a. ~~Supervisors~~ Employees covered by this Agreement shall accrue vacation at the rates shown in the following schedule:

Revise Section 9.6(a):

9.6 FAMILY DEATH LEAVE

a. The County shall authorize family death leave with pay, for a regular employee, when needed, due to the death of ~~his/her~~ the employee's:

Revise Section 9.10(b)(3):

9.10 COUNTY EMPLOYEES AS VOLUNTEER POLL WORKERS PROGRAM

b. Subject to the sole discretion of ~~his or her~~ the appointing authority to grant ~~ordeny or deny~~ the request based on the needs of the service, a regular employee is qualified for approval as follows:

- (3) On the day of the election the employee has fully executed ~~his/her~~ their the employee's responsibilities as a poll worker and reported to ~~his/her~~ their the employee's assigned polling place at the designated time, performed all duties appointed by the County elections official and as required by applicable state and federal elections laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official. As a volunteer, the employee is entitled to receive the

normal stipend paid by Voter Registration and Elections to all volunteer poll workers. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by reason of his/her ~~their~~ the employee's regular employment with the County.

Revise Section 10.8(d)(5):

10.8 STATE DISABILITY INSURANCE

d. Integration of County-paid leave balances and State Disability Insurance shall take place subject to the following conditions:

- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her ~~their~~ the appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.

The County accepts all other gender language clean up proposed by SEIU's in its Proposal #1 encompassing Sections 1.1 through 10.11; 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 _____

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