

**SEIU Local 1021 – Janus/SB 866 Meet and Confer  
County Counter Proposal #1**

To Union: May 1, 2019

**SECTION 3. UNION SECURITY**

**A. NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1 (Recognition) hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. Each Union shall receive from the County on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

**B. AUTOMATIC PAYROLL DEDUCTIONS AND REMITTANCE.** Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County will deduct the appropriate dues or fees, as established and as may be changed from time to time by the Union, from the employee's pay, and remit such dues or fees to the Union. Employee requests to cancel or change such deductions must be directed to the Union, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form. The Union shall not be required to provide the County a copy of the employee's authorization unless a dispute arises.

No later than December 1<sup>st</sup> of each year, the County shall provide to the Union the County's official annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday following the Union's notification to the County of the deduction authorization or revocation.

**C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3 (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand,

suit or other action by the County's Clerk of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds, Union dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

## **SECTION 1. RECOGNITION**

**A.** The County recognizes the Union as the exclusive bargaining representative for the following employees:

1. All full-time employees in classifications included in Bargaining Units 003, 004, 005, 006, 007, 008, 010, 011, and 012, as specifically enumerated in the appendices attached hereto;
2. All part-time employees in classifications included in Bargaining Units 003, 004, 005, 006, 007, 008, 010, 011, and 012, as referenced above, who are regularly scheduled to work two-fifths or more time per pay period; and,
3. All services-as-needed employees included in classifications included in Bargaining Units 003, 004, 007, 008, 010, 011, and 012, as specifically enumerated in the appendices attached hereto, who are regularly scheduled to work two-fifths time or more per pay period.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the above-referenced classifications. On an as-needed basis or not less than twice annually, in the months of May and November, representatives of the County and Union shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.

**B. EXCLUSION OF EMPLOYEES.** The County may designate positions as confidential in accordance with Administrative Code Section 3.04.020. Those positions designated as confidential upon implementation of this Section, as set forth in Appendix C (Confidential Exclusions) of this MOU, shall not be precedent-setting for future designations of confidential positions. If any position designated confidential after the effective date of this provision is disputed by the Union, the matter shall be decided by an arbitrator.

**C.** In disputes between the County and the Union over the assignment of newly created Civil Service classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:

1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) management designated classifications; e.g., project specialists, management specialists, administrative interns or other administrative classifications or (b) classifications represented by other employee organizations.
2. The arbitrator shall reject any claim of the Union to any newly created classification occupied exclusively by employees who work less than two-fifths time.
3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an SEIU represented classification or if a newly created classification is without clear recent precedent in the County service, whether or not the duties of such classification are, in general character, similar to those within SEIU represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in the County service, the arbitrator shall receive as relevant evidence the views of affected employees.
4. In the resolution of disputes arising from this Section 1 (Recognition), the parties agree on the selection of a permanent arbitrator for each fiscal year from a panel of no less than five (5) arbitrators. In case of disagreement on the selection of the five (5) member panel or the selection of the arbitrator, the provisions of Section 20.H. of the MOU shall apply.

**APPENDIX C**  
**Confidential Exclusions**

Tentative Agreement:

For County:



For Union:



Date:

8/06/19

Date:

8/06/2019