

SEIU LOCAL 1021 GRIEVANCE FORM

To: David Sanford, Labor Relations Director, Contra Costa County

From: Angel Picon, SEIU Local 1021

Date: October 14, 2025

Subject: Class Action Grievance Regarding Unilateral Implementation of Changes to the Eligibility Worker Classification Series and Violation of the Duty to Meet and Confer in Good Faith

GRIEVANT: This is a Class Action Grievance filed by SEIU Local 1021 on behalf of all affected employees in the Social Services Unit, specifically those in the former Social Services Program Assistant and current Eligibility Worker I, II, and III classifications.

STATEMENT OF GRIEVANCE:

This grievance is filed pursuant to Section 25 of the Memorandum of Understanding (MOU) between Contra Costa County and SEIU Local 1021. The County has violated, misinterpreted, and misapplied the MOU and failed to adhere to its statutory obligations under the Meyers-Milias-Brown Act (MMBA), Government Code §3500 et seq., by unilaterally implementing substantial changes to the wages, hours, and terms and conditions of employment for employees in the Eligibility Worker series. These actions have adversely impacted an entire class of employees, necessitating this class action grievance.

Specifically, the County failed to meet and confer in good faith over the reasonably foreseeable impacts of its decision to restructure the Eligibility Worker classifications. The County created a new terminal classification (Eligibility Worker III) based on an arbitrary and disparate application of what constitutes "multi-program" duties, and then implemented an illegal, non-competitive promotional process that unfairly excluded a large class of employees already performing these higher-level duties. These actions constitute an unlawful unilateral change to matters squarely within the scope of representation.

BACKGROUND AND STATEMENT OF FACTS:

On or about October 3, 2025, the County's Employment & Human Services department issued notifications to employees announcing a series of classification changes stemming from a Meet and Confer agreement dated July 2, 2025.[1, 1] While the Union and the County did meet regarding the initial proposal, the County's subsequent implementation and the significant impacts of these changes were not subject to good faith bargaining as required by law.

The County's unilateral actions include:

1. **Improper Reclassification and Arbitrary Application of Duties:** The County "retitled" the Social Services Program Assistant (SSPA) classification to Eligibility Worker II (EW II), claiming that "duties, responsibilities, and salary do not change".[1, 1] Simultaneously, it

created a new, higher-paid Eligibility Worker III (EW III) classification, ostensibly to recognize employees performing "multi-program" work. However, the County has applied this "multi-program" designation arbitrarily, primarily recognizing Intake workers while ignoring other groups of employees performing identical or more complex multi-program work.

- The County's own internal job postings (e.g., Bid 09SW25 and Bid 11SW25 from July 2025) for SSPA positions in "Ongoing" units explicitly state that these workers are responsible for "Providing ongoing case management of CalWORKs, CalFresh and Medi-Cal to eligible families". This is a clear, documented acknowledgement that ongoing workers perform multi-program duties, yet they were systematically excluded from the EW III classification.
 - This arbitrary distinction has resulted in significant inequities. For example, a 24-year veteran employee, currently classified as an EW II, serves as the sole "Time on Aid" worker for the entire county. This highly specialized role involves processing a high volume of complex requests (86 in the last month alone, each averaging over two hours to complete) from both in-county and out-of-county, in addition to managing a continuing CalWORKs caseload (three programs). Despite these advanced, multi-program duties and extensive seniority, this employee was bypassed by the non-competitive selection process.
2. **Unilateral Change to Promotional Procedures:** The County filled the newly created EW III positions by inviting "volunteers" and making selections "based on seniority".[1, 1] This unilateral implementation of a non-merit, non-competitive promotional process is a drastic departure from established past practice and the competitive examination requirements for promotion outlined in the County's own rules and referenced in the MOU.¹ This action directly and negatively impacts the wages and promotional opportunities of every employee in the EW I/II classifications who was not selected.
 3. **Unilateral Change to Career Ladders:** The County designated the EW I/II series as flexibly staffed but made the new top-of-the-series EW III classification non-flexible.[1, 1] This unilaterally severs the established career ladder, fundamentally altering the terms and conditions of employment and future career prospects for all employees in the lower classifications.

These actions were implemented without providing SEIU Local 1021 with adequate notice or a meaningful opportunity to meet and confer over the significant and foreseeable impacts of these changes on its members' working conditions, in direct violation of the MMBA.

VIOLATIONS:

The County's actions violate, but are not limited to, the following:

1. **Meyers-Milias-Brown Act (Government Code §3505):** The County has failed its statutory duty to meet and confer in good faith with the recognized employee

organization regarding changes to matters within the scope of representation, including classification, promotional procedures, and career development opportunities.

2. **MOU Section 2.5 (Advance Notice):** The County failed to provide the Union with reasonable advance notice and a genuine opportunity to bargain over the impacts of its decision to restructure the EW series and change promotional processes.
3. **MOU Section 21 (Promotion) and Section 36 (Career Ladder):** The County unilaterally altered the established promotional system and career ladder for an entire classification series, which are established terms and conditions of employment subject to bargaining.
4. **MOU Section 54.1 (Scope of Agreement):** By unilaterally implementing new terms and conditions of employment not contained within the MOU (i.e., a seniority-based promotion system), the County has violated the "zipper clause," which establishes the MOU as the sole and entire agreement between the parties.
5. **Established Past Practice:** The County has unilaterally abandoned the long-standing and mutually understood practice of using competitive, merit-based examinations for promotions in favor of a non-competitive system, without bargaining with the Union.

REMEDY SOUGHT:

To resolve this class action grievance, SEIU Local 1021 demands that the County:

1. Immediately cease and desist from making unilateral changes to matters within the scope of representation.
2. Immediately engage in good faith negotiations with SEIU Local 1021 over the impacts of the Eligibility Worker classification restructuring.
3. Rescind all appointments made to the Eligibility Worker III classification under the improper "volunteer and seniority" process.
4. Agree to fill all Eligibility Worker III positions through a new, open, and competitive promotional examination, consistent with the MOU and the County's Personnel Management Regulations.
5. Make whole any and all bargaining unit employees who have been adversely affected by the County's unilateral actions, including but not limited to lost wages, benefits, and promotional opportunities. This includes full retroactive pay for all employees who were performing multi-program duties prior to the reclassification.
6. Post a notice acknowledging the violation and pledging to meet and confer in good faith with the Union over all future proposed changes to matters within the scope of representation.
7. Any and all other actions necessary to make the grievants whole.

We request this grievance to be processed at Step 1 of the grievance procedure as outlined in Section 25.1 of the MOU.

Sincerely, Angel Picon, Union Representative, SEIU Local 1021