

Detailed chronological summary of the County's actions and the specific violations of our MOU, the County's own regulations, and state law. This document provides the detailed foundation for our grievances and legal challenges.

To: SEIU Local 1021 Members, Social Services Unit

From: Angel Picon, Union Representative, SEIU Local 1021

Date: October 17, 2025

Subject: Detailed Chronological Analysis of County Violations Regarding Eligibility Worker Reclassification

This memorandum provides a comprehensive, date-by-date analysis of the violations committed by County management in the unilateral restructuring of the Eligibility Worker classification series. The evidence clearly shows a deliberate pattern of bypassing our collective bargaining rights, misapplying its own rules, and making arbitrary decisions that have negatively impacted on every member of our unit.

Here is a detailed breakdown of the violations:

July 1 & 3, 2025: County Establishes Precedent for Multi-Program Work in "Ongoing" Units

- **County Action:** The Employment & Human Services Department (EHSD) posted internal job bids (Bid 09SW25 and Bid 11SW25) for Social Services Program Assistant (SSPA) positions in "Ongoing" units.¹
- **Violation Analysis:** While not a violation in itself, this action is a critical piece of evidence. The official "Job Duties" section in these postings explicitly requires incumbents to perform "ongoing case management of CalWORKs, CalFresh and Medi-Cal to eligible families".¹ This is the County's own documented admission that it has long assigned and expected multi-program work from its Ongoing staff. This fact directly contradicts the County's later, arbitrary decision to primarily recognize "Intake" as the basis for the higher-paid Eligibility Worker III classification, systematically and unfairly excluding a large class of employees who were already performing these complex, higher-level duties.

August 2025: County Violates Duty to Bargain by Ignoring Union Request

- **Union Action:** As confirmed in subsequent meeting minutes, SEIU Local 1021 submitted a formal and timely request to "meet and confer" with the department over the *implementation and impacts* of the proposed Eligibility Worker transition.³
- **Violation Identified (Violation of MMBA and MOU):** The County willfully ignored this request and failed to schedule any meetings. This is a direct and serious violation of the Meyers-Milias-Brown Act (MMBA), which legally mandates that the County bargain in good faith over changes to working conditions. It is also a clear violation of **MOU Section 2.5 (Advance Notice)**, which contractually obligates the County to provide the Union with

reasonable notice and a genuine opportunity to bargain over matters within the scope of representation, such as promotions, duties, and career ladders.⁴

September 16, 2025: County Proceeds with Unilateral Plan

- **County Action:** The Board of Supervisors approved the reclassification plan as presented by the department.⁴
- **Violation Analysis:** By securing Board approval while the Union's request to bargain was still outstanding and ignored, the County demonstrated bad faith. This action solidified the County's intent to make a unilateral change without fulfilling its legal and contractual obligations to the Union and its members.

October 2, 2025: County Admits to and Continues its Bad Faith Bargaining

- **County Action:** During the EHSD Executive Team and Labor Coalition meeting, Union representatives publicly stated that their August request to meet and confer had been ignored. Management acknowledged the request had been made but not acted upon.
- **Violation Identified (Willful Violation of MMBA):** This is a direct admission of the County's failure to bargain. Instead of pausing the implementation to cure this violation, management doubled down on its unlawful course of action by stating they would simply provide the Union with the FAQ and template letters for a plan that was already finalized and ready for execution. This proves the County's violation was not an oversight, but a willful disregard for the meet and confer process.

October 3, 2025: County Implements Unlawful Plan, Committing Multiple Violations

- **County Action:** The County sent notification letters and an FAQ document to all affected employees, unilaterally implementing the sweeping classification changes.⁴
- **Violations Identified:** This final action triggered a cascade of violations against our MOU and the County's own binding Personnel Management Regulations (PMRs).
 1. **Unlawful Unilateral Change (MMBA & MOU Violation):** The implementation of these changes without completing the meet and confer process is the culmination of the County's bad faith bargaining and a clear violation of state law and **MOU Section 2.5**.⁴
 2. **Improper Reclassification (PMR Violation):** The County deceptively called the action a "retitle," claiming "duties, responsibilities, and salary do not change".⁴ This is a legal fiction designed to circumvent mandatory procedures. **PMR Section 118** defines "Reclassification" as the raising of a position to a higher class based on "significant changes in the nature, difficulty, or responsibility of duties performed".⁴ The County's own FAQ admits some employees were "already doing multiple programs," which is the very definition of a significant change in duties that warrants a proper reclassification study under **PMR Part 3**, not a simple "retitle".⁴
 3. **Illegal Promotional Process (PMR & MOU Violation):** The movement from an EW II to

the higher-salaried EW III is a "Promotion" by definition under **PMR Section 116**.⁴ Both **PMR Section 1001** and **MOU Section 21.1** are unequivocal that promotions *shall* be by "competitive examination".⁴ The County's "volunteer and seniority" method is not a competitive examination and is therefore an illegal promotional process.⁴ This non-merit-based system unfairly bypassed countless qualified employees, including a 24-year veteran who performs highly specialized, county-wide "Time on Aid" duties in addition to a three-program caseload.

4. **Subversion of the Career Ladder (PMR & MOU Violation):** The FAQ confirms the EW I/II series is "flexibly staffed," implying a career path.⁴ By creating a non-flexible EW III classification above this series and filling it non-competitively, the County has arbitrarily capped and destroyed this career ladder, violating the spirit of **MOU Section 36 (Career Ladder)**.⁴ This action gives every qualified EW II who was not promoted the right to file an individual appeal to the Merit Board under **PMR Section 1002** for an "arbitrary and capricious" denial of promotion.⁴

In summary, the County has engaged in a systematic effort to ignore our rights, misapply its own rules, and impose unfair and arbitrary changes upon our members. We are using this evidence to pursue every available contractual and legal remedy to reverse these unlawful actions and make our members whole.

In solidarity,

Angel Picon

Union Representative, SEIU Local 1021