

APPENDIX F – ENVIRONMENTAL HEALTH UNIT

*Δ Proposal
5/23/23 @ 8:10AM*

The County reserves the right to amend, modify, and/or make additional proposals as discussions during bargaining sessions commence. All agreements are tentative until full and final agreement is reached.

County's Counter Proposal #3 to SEIU-May 23, 2023
Appendix F-Environmental Health Unit

F.1 – Salaries

County not in Agreement with UP dated May 11, 2023, County Holds to CP dated May 3, 2023

Salaries shall be identified by job code on the salary table (Appendix A):

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period the second reading by the Board of Supervisor), workers in the Environmental Health Unit shall receive a realignment of one half of a percent (0.5%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Class

Code	Class Title
V17*	Environmental Health Specialist Services Trainee
V16*	Environmental Health Specialist
V18*	Senior Environmental Health Specialist

*Each worker shall serve a one year probationary period which shall be counted as 25 complete pay periods upon initial entry into the series.

Workers who have attained permanent status in the series, shall, upon promotion, serve a subsequent probationary period of 6 months which shall be counted as 13 complete pay periods.

F.2 – Exclusions from the Master Contract – County holds to CCL, May 23, 2023

The following provisions of the Master Contract are not applicable to the Environmental Health Unit:

Article	5	Layoff – Sections 5.1, 5.2
Section	7.2	Basic Pay Plan
		a) Step One: "Difficult-to-secure" clause
Section	7.4	Part-Time Work
Section	7.5	Work Out of Classification
Section	8.1	Hours of Work
Section	8.8	Non-Contiguous Overtime Guarantee

From: SCCo To: SEIU May 23, 2023
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Section	8.13	Voluntary Reduced Work Hours Program
Section	10.2	Observance [of Holidays]
Section	10.3	Holiday Work
Section	10.5	Holidays Converted to Vacation Accrual
Article	11	Vacations
Section	12.1	Personal Business/Belief Days
Section	12.2	Sick Leave
Section	12.11	Bereavement Leave
Section	12.12	State Required Continuing Education and Licensure Fund
Article	20	Classification

F.3 – Seniority Defined CCL May 3, 2023

Except as otherwise provided in Section F.4 of this Agreement, seniority for purposes of layoff is defined as days of accrued service within any coded classification with the County. Days of accrued service shall be the number computed and reported on the worker's paycheck. For layoff purposes, all time on Worker's Compensation, Maternity Leave, Paternity Leave, and Military Leave shall be added to this computation.

F.4 – Transfer of Prior Agency Service-CCL May 3, 2023

F.5 – Basic Pay Plan - Step One-CCL May 3, 2023

F.6 – Part-Time Salaries -CCL May 3, 2023

a) **Salary Ranges**

The salary ranges are for full-time service in full-time positions and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

b) **Benefits**

Workers filling part-time positions of half-time or more who elect to be covered by the County's insurance package (health/dental/life) shall authorize a payroll deduction for the appropriate prorated cost.

F.7 – Work Out of Classification County holds to CCL May 23, 2023

- a) If management determines it is necessary to have a worker temporarily work in a higher classification, the worker will receive a pay differential consistent with the promotional pay procedure in Section 7.3 of the Master, commencing on the first (1st) complete working day of the work out of class appointment.

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- b) A worker temporarily assigned work out of classification shall receive the pay for
1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
 2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

F.8 – Hours of Work-

County not in Agreement to UP dated May 3, 2023. County Holds to CCL May 22, 2023.

4/10/40 Work Week

Ten (10) hours work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement.

Alternate Hours

- a) The parties agree that the four-day forty-hour workweek presently enjoyed by the workers of this unit will continue for the term of this Memorandum. During the term of this Memorandum if schedule changes are proposed, the parties recognize that such proposals are proper subjects for meeting and conferring at the agency level.
- b) Upon request of the employee, the Department may approve either a 5/8 or 9/80 schedule.
- c) For a 9/80 schedule, overtime will be calculated on hours worked in excess of 80 qualified hours in a pay period.
- d) Scheduled Days Off:
The Department will be staffed in a manner that optimizes coverage by program area and as-determined on the basis of Program-specific needs.
- For staff in the Environmental Health Specialist classification working a 4/10 schedule, the day off will be either Monday or Friday, determined through the bidding process, using seniority by date in classification, with days off to be distributed as equally as possible amongst Monday and Friday.
 - For staff in the Senior Environmental Health Specialist classification, the day off will be determined by the Program Manager, based on the needs of

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the Department and in consideration of seniority by date in classification. The day off will be Monday or Friday, with days off to be distributed as equally as possible amongst Monday and Friday.

- When a shift schedule becomes available throughout the year, staff will be considered on a case-by-case basis. Management will notify staff of their decision based on the consideration of the request for a shift schedule change. If a new work schedule is approved by management, the work schedule will become effective on a mutually agreed upon date.
 - Staff may submit a request via email to his/her **their** supervisor to change their scheduled day off. After the Department has reviewed the staff distribution and Program-specific needs, the Department will evaluate requests using seniority by date in classification and will notify staff within fourteen (14) calendar days. The new work schedule will become effective on a mutually agreed upon date. This process will also be used for shift schedules that become available throughout the year.
 - Environmental Health Specialist Trainees will all have the same day off due to training requirements.
 - All Environmental Health Specialists and Environmental Health Specialist Trainees will have a shift start time of no earlier than 7:00 AM and no later than 8:00 AM except with management approval with a shift end time of no later than 6:30 PM.
 - Staff electing to work 9/80 schedules will be given the option of taking off a Monday or Friday, every other week, through the bidding process, by using seniority by date in classification to determine the order by which staff select.
- e) The County reserves the right to rescind this Agreement immediately if it or a judge/arbitrator determines that any work hour agreement violates County, State, or Federal Law, or if the County in its sole discretion determines that this program interferes with the County's ability to meet State or Federal mandates or the County's contractual obligations.

F.9 – Call Back Pay -CCL May 3, 2023

F.11 – Holidays-CCL May 23, 2023

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The parties have agreed to a scheduled time off program which covers all former paid leave.

a) **STO Bank Accrual**

Each worker shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

TOTAL SERVICE YEARS & WORK DAY EQUIVALENT	YEARLY ACCRUAL IN WORK DAY	HOURLY ACCRUAL FACTOR PER HOUR	ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1st year	<u>31 32</u>	.119230	9.538	69 work days
1st through 261 days	(19 + 12 <u>13</u>)	<u>.123077</u>	<u>9.846</u>	<u>70 work days</u>
2nd through 4th year	<u>33 34</u>	.126923	10.153	75 work days
262 through 1044 days	(21 + 12 <u>13</u>)	<u>.013076</u>	<u>10.461</u>	<u>76 work days</u>
5th through 9th year	<u>37 38</u>	.142307	11.384	87 work days
1045 through 2349 days	(25 + 12 <u>13</u>)	<u>.146154</u>	<u>11.692</u>	<u>88 work days</u>
10th through 14th year	<u>39 40</u>	.150000	12.000	93 work days
2350 through 3654 days	(27 + 12 <u>13</u>)	<u>.153846</u>	<u>12.307</u>	<u>94 work days</u>
00				
15th through 19th year	<u>41 42</u>	.157692	12.615	99 work days
3655 through 4959 days	(29 + 12 <u>13</u>)	<u>.161538</u>	<u>12.923</u>	<u>100 work days</u>
20th and thereafter	<u>43 44</u>	.165384	13.230	105 work days
4960	(31 + 12 <u>13</u>)	<u>.169231</u>	<u>13.538</u>	<u>106 work days</u>

*Base (includes one additional day) plus ~~twelve~~ thirteen holidays.

b) **Pre-Scheduled Usage**

Scheduled Time Off may be used for any lawful purpose by the worker; the time requested shall require the approval of management with due consideration of worker convenience and administrative requirements.

c) **Scheduled Time Off Bank Carry Over**

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In the event the worker does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the worker shall be allowed to carry over the unused portion, provided that the worker may not accumulate more than three (3) years' earnings except:

1. When absent on full salary due to work-related compensation injury which prevents the worker reducing credits to the maximum allowable amount, or
 2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.
- d) **Scheduled Time Off Bank Pay-Off**
Upon termination of employment a worker shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

F.13 – Sick Leave Bank Accrual- County Holds to CP dated May 3, 2023

- **Sick Leave Bank Accrual**

Each worker shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030769 and the accrual factor per full pay period is 2.462.

- ~~**First Day Usage**~~

~~**Prior Contract History:** Four days (32 hours) of sick leave were converted into the STO accrual leaving Environment Health employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours) These additional four days of STO were integrated into the STO yearly accrual rate (Section F.13(a)).~~

~~Effective Pay Period 12/1, December 26, 2012, to allow more flexibility in the use of an employee's accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:~~

~~During each payroll calendar year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following term:~~

- ~~For the purpose of first day usage, a day is defined as 8 hours.~~

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- ~~• For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.~~
- ~~• The first 8 hours of such absences will be charged to STO.~~
- ~~• If STO bank is exhausted, the first 8 hours shall be charged Leave Without Pay.~~
- Such absences beyond the first 8 hours shall be charges to sick leave unless the employee requests to use STO up to a maximum of 32 hours.
- ~~• Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.~~
- ~~• After using such 32 hours of STO for such absences within each pay roll calendar year, subsequent absences shall be charged to sick leave include the first day.~~
- ~~• For the purposes of this Section, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.~~
- ~~• For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated.~~

~~Notwithstanding the above, an employee who experiences a continuation of verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absences directly to accumulated sick leave balance, but subject to F.14c).~~

~~Exceptions may be granted for absences due to life threatening illness requiring ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of immediate superior.~~

- **Family Care Usage- County holds to CP Dated May 11, 2023**

A worker will be entitled to use one half (½) of their annual accrued sick leave in order to care for a sick or injured member of the worker's immediate family requiring care. however, the initial period of time granted, up to one full shift, must be charged to the STO bank unless the employee has used thirty two (32) hours of STO for absences outlined in F.13b in which case the leave is charged to the sick. The second, third, and fourth day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather of the worker or of the spouse of the worker and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

- **Doctor's Notes- Union TA to CP dated May 3, 2023**

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Requests for sick leave with pay in excess of three (3) working days must be supported by a statement from an ~~accredited physician~~ licensed medical practitioner. Management may require such a supporting statement for absences less than three (3) days if there is reasonable suspicion of abuse.

- **Bereavement Leave-County Proposes Modification, May 23, 2023**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a ~~member of their immediate family member~~. Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a ~~member of their immediate family member~~. "Immediate Family member" shall mean the ~~mother, father, stepparent, grandmother, grandfather, son or daughter, grandchild, brother-in-law, sister-in-law of the worker or of the spouse or domestic partner (as defined by Article 13) of the worker and the spouse, *registered domestic partner (as defined by Article 13) son-in-law, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.~~ child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law.

Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any employee bank. If necessary, the third day shall be charged to the STO bank. ~~unless the employee has used thirty two (32) hours of STO for absences outlined in F.13b in which case the leave is charged to sick leave, not STO.~~ -The fourth and fifth days shall be charged to the sick leave bank unless the employee requests to use STO. Up to an additional three days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.

Medical and Dental Appointments Union Agrees to CCL Proposed in CP dated May 3, 2023

A worker shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

- **Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

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Days of Service		% Paid at
0 through 2610		0%
<u>2611</u>	" <u>2871</u>	<u>20%</u>
2872	" 3132	22%
3133	" 3393	24%
3394	" 3654	26%
3655	" 3915	28%
3916	" 4176	30%
4177	" 4437	32%
4438	" 4698	34%
4699	" 4959	36%
4960	" 5220	38%
5221	" 5481	40%
5482	" 5742	42%
5743	" 6003	44%
6004	" 6264	46%
6265	" 6525	48%
6526	" accumulation	50%

- **Reinstatement Pay Back**

Workers receiving a sick leave bank payoff in accordance with Section (g) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

- **STO Cash Out- County Holds to CP dated May 3, 2023**

Effective pay period 23/01 ~~21/01~~, employees who use no more than ~~16~~ 24 hours of sick leave for a period of one-year beginning pay period December 26, 2023, ~~December 28, 2020~~, through pay period 24/26 ~~21/26~~ December 9, 2024, ~~December 26, 2021~~, and each December to December period thereafter during the term of this agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.

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F.14 – Educational Leave and Tuition Reimbursement Union TA To CP May 3, 2023

F.15 – Professional Development Allowance- CCL May 23, 2023

F.16 – State Mandated Registration Maintenance Union TA to CP Dated May 11, 2023

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