

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Counter Proposal
Environmental Health Unit Table

DATE: 5/23/23
TIME: 9:16 AM

F.1	SALARIES	UP 5/11/23
F.2	EXCLUSIONS FROM THE MASTER CONTRACT	UP 5/11/23
F.7	WORK OUT OF CLASSIFICATION	SEE ATTACHED
F.8	HOURS OF WORK	UP 4/14/23
F.10	VRWH	NO CHANGE – CCL
F.13	SICK LEAVE BANK ACCRUAL	UP 5/11/23
F.14	Educational Leave and Tuition Reimbursement Fund	TA to MP 5/3/23
F.16	STATE MANDATED REGISTRATION MAINTENANCE	TA TO MP 5/11/23
F.17	*NEW* PERFORMANCE APPRAISAL PROGRAM	WITHDRAWN 5/23/23

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

MASTER TABLE UNION PROPOSAL – 5/23/23

@9:16AM

APPENDIX F – ENVIRONMENTAL HEALTH UNIT

F.1 – Salaries

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~~ eight and a half of a six percent (~~0.5 8.5 6~~%) and shall be listed in the appendices attached hereto and made a part hereof.

Class

Code Class Title

V17* Environmental Health Services Specialist 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

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
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

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

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section F.3, to each worker's prior service with the other agency.

F.5 – Basic Pay Plan - Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with approval of the Board of Supervisors at the fourth or fifth step.

F.6 – Part-Time Salaries

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 (WOOC)- Modified 5/23/23

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.

b) Short term WOOC opportunities are defined as twenty (20) calendar days or less. Short term WOOC assignments shall be rotated as equally as practicable. WOOC assignments shall be offered to all unit workers via electronic email. Interested unit workers shall submit their name, in writing, to the Environmental Health Human Resource Representative within ten (10) working days of posting. For short term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) calendar days. Long-term WOOC assignments shall be rotated as equally as practicable amongst workers who have submitted interested in WOOC opportunities. Workers interested in WOOC opportunities shall submit their name to Environmental Health Human Resource Representation, twice per calendar year in January and June. Workers have the right to withdraw their name from the WOOC opportunity list and decline a WOOC opportunity. WOOC assignments shall be offered to all unit workers via electronic email. Interested unit workers shall submit their name, in writing, to the Environmental Health Human Resource Representative within ten (10) working days of posting.

Should a short term WOOC opportunity turn into a long term WOOC, the initial worker assigned may elect to remain on the WOOC assignment for no more than thirty (30) calendar days and the notice of WOOC shall be offered again to all unit workers thereafter pursuant to the above mentioned process.

Work Time in Work Out Of Class assignments shall count towards experience required towards promotional opportunities.

cb) 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. Holidays will be paid in full consistent with the employees alternate work schedule. For example, if the employee works a 4/10 schedule, the employee will be paid for a 10 hour day not 8 hours.

2. Sick leave and "first day sick" 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. Sick leave and "first day sick" will

be paid consistent with the employees alternate work schedule. For example, if the employee works a 4/10 schedule, the employee will be paid for a 10 hour day not 8 hours.

F.8 – Hours of Work

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 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 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~~ 6:30 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, 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

If overtime work does not immediately follow or precede the regular work shift, a minimum of two (2) hours call back time shall be credited the worker. Workers will be credited for each call back. Call back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

a) The County agrees to establish a Voluntary Reduced Work Hours Program for full time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.

F.10 – Voluntary Reduced Work Hours - Union Holds to CCL

a) The County agrees to establish a Voluntary Reduced Work Hours Program for full time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.

b) Workers may elect a two and one-half percent (2-1/2%), five percent (5%), or ten percent (10%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - Pay Period 5 and Pay Period 18. The parties shall meet and agree upon the beginning date for the Program.

c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.

d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours' time in advance of

accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.

e) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.

f) It is understood by the County that due to this Program there may be lower levels of service.

g) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.

h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.

i) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, unit, sideletter agreements, etc.

F.11 – Holidays

a) Observance

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall during a vacation period or when a worker is absent due to illness shall not be charged against the worker's STO or sick leave balance.

b) Holiday Work

If a worker works on a holiday as specified in Section 10.1, they shall receive straight time pay. If a worker uses STO on a holiday as specified in Section 10.1, STO will be charged as ten (10) hours.

If a worker uses STO on a holiday as specified in Section 10.1, STO will be charged as either 9 hours or 8 hours based on the 9/80 or 5/8 schedule.

F.12 – Scheduled Time Off

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:

SEE PAGE 332

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

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

a) 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.

b) 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.
- ~~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.

c) Family Care Usage

A worker will be entitled to use one half ($\frac{1}{2}$) of their annual accrued 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.

d) Doctor's and Licensed Medical Practitioner Healthcare Provider's Notes TA to MP 5/3/23

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 by a Healthcare Provider for absences less than three (3) days if there is reasonable suspicion of abuse.

e) **Bereavement Leave – UNION HOLDS TO CCL**

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.

"Immediate family" 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. 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.

f) **Medical and Dental Appointments – Withdraw and move to CCL**

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.

g) **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.

SEE TABLE 335

h) **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.

i) **STO Cash Out – Union considering further and Holding to UP 4/13/23**

Effective pay period 21/01, employees who use no more than 16 hours of sick leave for a period of one-year beginning pay period December 28, 2020, through pay period 21/26 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.

F.14 – Educational Leave and Tuition Reimbursement – TA to MP 5/3/23

a) Fund

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies of this program will be administered at the County level.

The EHU Tuition Reimbursement will be separate and apart from the bargaining wide authorization and cap limit in the Master contract.

b) Reimbursement

Total reimbursement for each worker participating in the program will not exceed two thousand dollars (\$2,000) in any fiscal year. The County will fund up to sixty thousand dollars (\$60,000). Mileage and subsistence will not be authorized unless the training is required of the worker. Reimbursement will be available to the worker upon submission of required documentation to support proof of payment. Workers are required to provide required proof of completion within 60 days of the completion of the associated coursework.

c) Deduction Authorization

The worker shall sign a note which states that, upon receipt of reimbursement, he/she they authorizes:

1. Deduction from his/her their wages in the event he/she they does not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she they leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if he/she they leaves County employment before completion of the course (except if laid off).

d) Make-up Time

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued STO or compensatory leave balance. Make-up time will not be allowed when it results in the payment of overtime. The worker's supervisor/manager will make every effort to allow the worker time off, except where the payment of overtime will result. A worker and their supervisor/manager may mutually rearrange the duty shift beyond ten (10) hours but within the forty (40) hour workweek for purposes of participating in education and/or training deemed by the supervisor/manager to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

F.15 – Professional Development Allowance

a) The County will fund, on a matching basis, up to fifteen thousand dollars (\$15,000) annually for the term of this Agreement for individual professional development. This amount is over and above the tuition reimbursement program.

b) For purposes of this provision "programs" shall be defined as conferences, workshops or seminars which are technical or professional in nature and are of direct and immediate benefit to the worker's performance of his/her job.

c) Matching for expenses to be on a fifty-fifty (50/50) basis for individual programs. Total reimbursement for each employee participating in the program will not exceed eight hundred fifty dollars (\$850.00) per fiscal year.

d) Release time may be provided for such programs if approved by the department.

e) Programs selected by individuals are to have dollar and time limits per worker which must be approved in advance by the division and agency head.

f) The Individual Development Plan may be utilized by staff to identify those areas of special interest that can be used toward professional development opportunities and future career advancement.

g) The general criteria for approval of individual programs will be established by the department. Staff will be given an opportunity to provide input to management. The department will be responsible for administering the program, including the selection of programs and approval of programs selected by individuals.

F.16 – State Mandated Registration Maintenance – TA to MP 5/11/23

The County agrees to reimburse the actual amount ~~up to three hundred fifty dollars (\$350)~~ of the State Mandated Registration renewal, which does not include late fees. The County will not reimburse late fees or any other fee relating to State Mandated Registration Maintenance.

In addition to any County-sponsored in-service training for Continuing Education Contact Hours (CECH), the County agrees to provide time without loss of compensation and benefits for workers to participate in educational courses, seminars, in-service training and workshops identified and required to maintain certification for up to twenty four (24) hours of Continuing Education Contact Hours (CECH) every two years. Prior approval from the employee's supervisor for scheduling of each off-site CECH course is required.

Participation in the Certification Maintenance Program shall not alter the right to benefits included in the relevant Educational Leave and Tuition Reimbursement Sections of this Agreement. The amount will be disbursed upon presentation of cost and proof of receipt showing the State Mandated Registration renewal.

F.17 Performance Appraisal Program - Union holds to 4/13/23 proposal - WITHDRAWN BY UNION 5/23/23

The program covers all workers represented by the Union, with the exception of extra help employees, unless otherwise required by state or federal regulation or law. Participation in the program will be considered optional for each worker. The worker shall notify their immediate manager or supervisor no later than December 1st of each calendar year to participate in the program. All performance appraisals shall be completed no later than December 31st for the following year's program cycle. Employees may also choose to complete a departmental Independent Development Plan (IDP) in lieu of participating in the Performance Appraisal Program.

With the exception of leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted within the first month of a worker's initial probationary period.

It is agreed that the performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.