

County Counter Proposal May 9, 2023

Section 9.1 – Uniforms County Not in Agreement w/UP from 4/14/2023 and Modifies CP dated 5/2/2023

a) Uniform Allowance

1. A yearly uniform allowance of five hundred fifty (\$550.00) dollars shall be payable annually ~~in the month of March. Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods.~~ If a department pays the worker a cash uniform allowance, the uniform allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the uniform allowance beginning on their pay period of hire. Newly hired workers will not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year. Uniforms allowance shall be payable to the following classes:

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 ~~Hospital~~ Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)
- D42 Law Enforcement Records Technician--(Sheriff's Office Records & Admin Booking DOC only)
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- F02 Property/Evidence Technician
- U98 Protective Services Officer
- U9Z Sheriff Protective Services Officer
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- N95 ~~Sr. Hospital Stationary~~ Assistant Chief Engineer
- N93 Stationary Engineer – Facilities and Fleet
- X81 Weed Abatement Inspector

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2. Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a) within the Sheriff's Department and the Department of Correction, shall receive an initial eight hundred and fifty (\$850) dollar uniform allowance. Those workers who receive the initial eight hundred and fifty (\$850) dollar allowance will not receive the five hundred fifty (\$550) dollar ~~March~~ allowance in their first year of service. The eight hundred and fifty (\$850) dollar uniform allowance will be divided by the number of pay periods in the remaining in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the employee each pay period. After the worker is paid the initial eight hundred and fifty (\$850) dollar uniform allowance in their first pay roll calendar year of employment, the worker will receive a five hundred and fifty (\$550) dollar uniform allowance in each subsequent pay roll calendar year of their employment. The five hundred and fifty (\$550) dollar uniform allowance will be divided by the number of pay periods in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period of the subsequent calendar years. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee).

3. If the uniform requirement for any class listed above is eliminated by the County, notice of same shall be given to the Union, and the allowance will be discontinued. Modification to County required articles of clothing which cause an increase in costs shall be met and conferred upon during the contract term.

b) **County Issued Uniforms**

Other than the classifications shown in Section 9.1(a), uniforms supplied by the County and required prior to July 12, 1999 shall continue to be required and supplied for the term of this agreement unless notice to discontinue is provided to the Union.

c) **New Uniform Requirements**

During the term of this Agreement, the County may designate specific classifications within Departments/Agencies which may be required to wear a standard uniform or standard uniform items for bona fide business purposes.

In such instances, the Union will be given a minimum of thirty (30) calendar days notice and an opportunity to meet and confer as to whether the classification shall

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be eligible for a uniform allowance, the amount of the allowance (not to exceed the amount and payment schedule listed in Section 9.1(a), or if the Department/Agency will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

d) **Clothing Allowance**

A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable annually ~~in the month of March. The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods.~~ The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The clothing allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The clothing allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year. Clothing allowances shall be payable to the following classes:

- H18 Janitor
- H67 Food Service Worker I
- H66 Food Service Worker II
- M48 General Maintenance Mechanic I
- M47 General Maintenance Mechanic II
- M56 General Maintenance Mechanic III
- L35 Telecommunications Technician
- N96 Hospital Stationary Engineer
- N95 Sr. Hospital Stationary Assistant Chief Engineer

If any classification above is required to wear a uniform and fall under 9.1 a) or b) notice shall be given to the Union and the allowance will be discontinued.

Section 9.2 – Repair/Replace Claims Union Agrees to CP dated 5/2/2023

The County shall provide the necessary protective clothing to workers and classifications pursuant to such requests by the workers affected as provided by law under Cal-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County workers which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued

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wear to the extent that they may be said to replace the worker's regular clothing;
or

- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the worker's duties or in the saving of a human life; and
- c) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department/Agency in accordance with procedures set forth by the County Executive.

Section 9.3 – Safety Shoes Union Agrees to CP dated 5/2/2023

a) Reimbursement

Workers in classifications listed in Section 9.3(b) and meeting the requirements of Section 9.3(c) shall be eligible for County approved safety shoes not to exceed the cost of two hundred and fifty dollars (\$250.00). The reimbursement or voucher may include sole inserts.

b) Eligible Classifications

Airport Operations Worker Series
Animal Control Officer Series
Associate Telecommunications Technician
Auto Attendant & Helpers
Auto Mechanic Series
Bindery Worker I (Delivery position only)
Chief of Party
Communications Cable Installer
Communication Systems Technician
Construction Inspector Series
Cook ~~I/II~~
Custody Support Assistant
Election Materials Processing Coordinator/Asst
Election Systems Technician I/II
Electrical/Electronic Technician Series
Electronic Repair Technician Series
Emergency Vehicle Equipment Installer
Engineering Aide I/II
Engineering Technician I/II/III
Environmental Technician

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Estate Property Specialist
 Facility Maintenance Rep
 Field Survey Technician Series
 Fleet Maintenance Scheduler (Sherriff Office Only)
Fleet Parts Coordinator
 Fleet Services Assistant Mechanic
Fleet Services Modification Mechanic
 Fleet Services Mechanic
 Food Service Worker I/II
 Food Service Worker/Correction
 Gardener
 General Maintenance Mechanic Series
 Janitors assigned to Facilities and Fleet
 Law Enforcement Clerk (Sheriff's Office and Admin. Booking – Records Div. only)
 Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Law Enforcement Records Technician (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Laundry Worker I/II
 Material Testing Technician Series
 Messenger Drivers
 Offset Press Operator III
 Park Equipment Operator
 Park Maintenance Worker Series
 Parks Rangemaster Series
 Park Services Attendant
 Park Trail Specialist
 Parking Lot Checker
 Parking Patrol Coordinator
 Probation Assistant I/II
 Probation Counselors I/II
 Property/Evidence Technician
 Protective Services Officer
 Rangemaster Series
 Road Maintenance Worker Series
 Senior Warehouse Material Handler
Sheriff Protective Services Officer
 Sheriff's Technician (Sheriff's Office Civil and Court divisions)
 Sign Shop Technician
 Stationary Engineer/ ~~Senior Stationary Assistant Chief Engineer~~
Stationary Engineer – Facilities and Fleet
~~Stock Clerk Series~~Material Supply Specialist

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~~Storekeeper Series~~
Telecommunications Technician
Traffic Painter Series
Utility Worker
Vector Control Technician I/II/III
Vector Control Ecology Ed Specialist
Warehouse Material Handler Series
Weed Abatement Inspector

c) **Approved Safety Shoes/Mandatory Wearing Requirements**

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

A worker occupying an exempted position within a classification listed in Section 9.3(b) may participate in the safety shoe reimbursement program, provided if the worker participates he/she shall be required to wear appropriate authorized safety footwear as authorized and approved by the County Executive, during all working hours.

d) **Safety Committee**

On a periodic, and as needed basis, the Safety Committee shall review and advise the County Executive on the list of authorized and approved safety footwear, mandatory classes and exempted positions within the mandatory classes. The County Executive shall make the final determination.

e) **Reimbursement Process**

Workers claiming safety shoe reimbursement must purchase safety shoes from approved vendors.

Workers with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.

f) **Individual Workers**

If any worker believes s/he needs safety shoes to perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An ~~assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments)~~ within 60-90 calendar days to determine whether the position requires safety shoes. A final determination and shoe reimbursement shall be in accordance with Section 9.3(d) and within 120 days.

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