

1.14 SEIU Executive Board Member Release Time

Specified bargaining unit employees elected or appointed to the SEIU 1021 Executive Board may be afforded reasonable release time to travel to and attend meetings which are required due to the duties of their union-wide office. Reasonable release time will be dependent upon the operational needs of the individual department to which the employee is assigned and shall not exceed ~~a total of 36 days per~~ **Fourteen (14) days per** calendar year across all SEIU Bargaining units regardless of the number of Executive Board members employed by the County. **(Note, There can never be more than 5 employees from this Chapter on the Executive Board at any given time)**

Upon the signing of this agreement the Union agrees to provide the Director of Human Resources with a copy of the SEIU constitution and by-laws which shall include the duties of each SEIU 1021 Executive Board Position.

The Union shall reimburse the County for all costs, as defined by the Auditor Controller's Office, associated with the release time of the specified SEIU 1021 Executive Board Position. Reimbursement for all costs associated with the release time of the specified SEIU 1021 Executive Board Position shall be made to the County Auditor Controller within thirty (30) calendar days of such release time absence.

Either party upon thirty (30) calendar days written notice may terminate this agreement. The employee's department may on an individual basis, terminate the agreement for the employee due to the operational needs of that department with a forty-five (45) calendar day notice to the Director of Human Resources.

The specified SEIU 1021 Executive Board Position titles covered by this agreement are listed in the SEIU Constitution and Bylaws which will be provided to the Director of Human Resources. ~~In order for changes to the SEIU 1021 Executive Board Position titles to be considered they must be provided in writing to the Director of Human Resources thirty (30) calendar days prior to implementation of such change. Acceptance of the change referenced above would be contingent upon the operational needs of the department to which the employee is assigned.~~ If a transfer of an employee who holds an SEIU 1021 Executive Board Position occurs, the department to which the employee transfers will have the opportunity to assess the impact to their operation and determine if they will participate in this agreement.

date 6/15/22

2.3.2.2 Coverage for Part-Time Employees (Non-Healthcare Professionals)

Eligible part time employees who have worked an average of 50 hours/bi-weekly in the previous year (assessed on a semi-annual basis) and have a minimum of 3120 total hours of unbroken service shall receive healthcare benefits (for employee only) in a County specified plan with Health Care Services as the sole provider except as designated in the plan. The County will pay 80% of the premium and employee pays the remaining 20%. Participation is ~~mandatory~~ optional for all eligible employees.

Proposal from SEIU 1021 to San Joaquin County (all MOU's)

date 6/15/27

The Union proposes to Delete the existing section 2.9 and replace it with section 2.9.1 and make the existing section 2.9.1 the new section 2.9

2.9 Continuation of Insurance Benefits While on Leave of Absence

~~When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division.~~

~~Regular employees and eligible part-time employees (defined in Section 7) on payroll for less than forty-one (41) hours in any given pay period will be responsible for paying the premiums necessary to continue their health, dental, vision and life insurance coverage. Beginning with the health plan year 2014-2015, MOU section 2.9 will no longer be applicable to continuation of insurance benefits while on a leave of absence and Section 2.9.1 will apply.~~

2.9.1 Continuation of Insurance Benefits While on Leave of Absence

Effective with the 2014-2015 plan year, during a stability period in which an employee qualifies for benefits, if the employee is on an authorized leave of absence without pay or receives insufficient pay to cover their share of premium cost, the employee may continue health benefits during the stability period by paying their share of premium cost at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division. ~~Section 2.9 will no longer be applicable.~~

Proposal from SEIU 1021 to San Joaquin County All MOU's

date 6/15/22

3.3.2 Sick Leave Usage

(h) Part-Time and temporary employees who are not eligible for benefits (as defined in Section 7), and who accrue sick leave pursuant to the Healthy Workplaces-Healthy Families Act of 2014, may use up to ~~six (6)~~ **ten (10)** days, or ~~forty-eight (48)~~ **eighty (80)** hours, of accrued sick leave, per fiscal year.

**The Union and County agree that this time may be used in fifteen (15) minute or .25 increments.**

date 6/15/22

The Union is proposing that the language from the PPT contract be the controlling language for all contracts between SEIU 1021 and San Joaquin County. This language already exists in the PPT, PRO, SUP contracts.

**3.4.2.1 Regular Holiday Compensation – Regular Holidays**

Any regular employee whose regularly scheduled day off falls on a regular holiday shall be entitled to accrue eight (8) hours of regular holiday time. The appointing officer or designee has the discretion to approve an employee's request to be paid cash for the eight hours at straight time in lieu of accrual, provided that if the employee's regular holiday accrual is at the 60 hour limit, the employee shall be paid in cash or, at the department's option, the employee shall be allowed to roll the time into another leave balance of the employee's choice.

In addition to regular salary, any regular employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday by: (1) cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary, or (2) the accumulation of regular holiday time at the rate of one and one half (1-1/2) hours for each hour worked.

date 6/15/22

The Union is proposing that Floating Holidays be available to all full time and part time employees (as defined in Section 7), as well as those part time employees who are not defined in Section 7, notwithstanding their date of hire, and the sections pertaining to flexible holidays be deleted from all SEIU Bargaining Unit MOU's.

### 3.4.3 Floating Holidays

The following days are established as floating holidays for regular employees and part time employees (as defined in Section 7), as well as those part time employees who are not defined in Section 7:

- (a) Each regular employee's birthday
- (b) February 12- Lincoln's Birthday
- (c) September 9- Admission Day
- (d) The second Monday in October- Columbus Day
- (e) The Friday preceding any regular holiday which falls on a Saturday.

~~Employees hired after December 6, 2011, shall not be eligible for floating holidays as described above except (e)~~

### 3.4.3.3 Flexible Holidays

~~The following days are established as flexible holidays for regular full-time employees hired on or after December 7, 2011:~~

- ~~(a) Each regular employee's birthday~~
- ~~(b) September 9- Admission Day~~
- ~~(c) The second Monday in October- Columbus Day~~
- ~~(d) February 12- Lincoln's Birthday~~

### 3.4.3.4 Flexible Holiday Observance

~~Regular full-time employees may individually, with the approval of the department head, take such flexible holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of the holidays which fall on Sunday, or may accumulate up to thirty-two (32) hours of flexible holiday time to be used at a deferred date, within the fiscal year. Hours accrued shall not be carried over beyond the end of the fiscal year and have no cash value. Such flexible holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head. County offices and departments shall remain open for business on any day deemed to be a flexible holiday and employees who elect to accumulate flexible holiday time shall receive their regular compensations for working on the holiday.~~

~~Any regular full-time employee whose regularly scheduled day off falls on a flexible holiday shall accrue flexible holiday time as provided in the Section.~~

date 6/15/22

3.5 Bereavement Leave

Regular employees, and job-share employees, who suffer a death in their "immediate family" may be allowed to be absent with pay for three (3) scheduled County work days for each family member who dies. Employees must take this leave within seven consecutive day period and will be paid only for days, and hours they are scheduled to work. Immediate family includes the spouse, registered domestic partner, child, parent, step-child, step parent, sibling, **sibling-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew**, grandparent, great grandparent, grandchild, great-grandchild or **first cousin** of the employee; or child, parent, step-child, step parent, sibling, **sibling-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew**, grandparent, great grandparent, grandchild, great-grandchild or **first cousin** of the employee's spouse or registered domestic partner.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, registered domestic partner, parent or child. Bereavement leave must be used within 30 days of the death of the eligible family member. Proof of death of the eligible family member is required. Acceptable documents include, but are not limited to, death certificates, obituaries or signed verifications from funeral homes/mortuaries, or other documents deemed acceptable by management. Documents may be sourced verified.



6/15/22

5.3 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all straight time hours on payroll except sick leave shall be considered "hours worked".

If, in the judgement of a department head or duly-authorized designee, work beyond an employee's normal work day or work week is required, the department head or designee may order such overtime work. The department head or designee will give reasonable advance notice of such schedule changes, except in unusual or unforeseen circumstances. Except as provided in this Section, employees shall be eligible for overtime compensation when:

- (a) An employee works in excess of the number of hours in his/her normal work day except that any part time employee shall not be eligible for overtime until such employees works at least ~~12~~ 8 hours in a day.
- (b) An employee works in excess of eighty (80) hours in a bi-weekly pay period;
- (c) An employee whose normal work week is five (5) scheduled eight (8) hour days in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;
- (d) An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (b) and (c) above;
- (e) An employee is required to work during a lunch period for which the employee does not ordinarily receive compensation.

Proposal from SEIU 1021 to San Joaquin County

All MOU's

date 6/15/22

5.10.1 Jury Duty

Any regular employee who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the County.

Proposal from SEIU 1021 to San Joaquin County All MOU's

date:

6/15/27

6.2.3 Eligibility for Step Increases for Part-Time Employees (Non-Healthcare Professionals)

Employees designated as Part-time with ~~1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll)~~ **since original date of hire** shall be eligible for an increase to Step B. Thereafter, eligible Part-time employees shall receive a further step increase for each additional 2080 hours of service, **until they reach the final step in the pay scale for their classification.**

Proposal from SEIU 1021 to San Joaquin County

SIC MOU

date

6/15/27

#### 13.4 Raingear

The Sheriff's Department will provide raingear for those employees in the classification of Sheriff Inmate Labor Specialist I, II & III who are required to routinely work in inclement weather.

date: 6/15/22

19.8 Part-Time Employee Serious Discipline Appeal Procedure

The procedure described herein shall be the sole procedure to appeal the serious discipline (as defined in the Civil Service Rules, Rule 18, Section 1) of Part – Time employees. This appeal procedure shall not be available for any type of employment action that does not constitute Serious Discipline as defined in this Agreement.

Eligibility

Employees designated as “Part -Time” who have worked a minimum of ~~1300~~ 1560 hours in the prior calendar year and have a total of ~~2080~~ hours of unbroken service (not taken off payroll). in total for the County.

Review Process

Part-time employees who have been subjected to Serious Discipline may request a review ~~meeting~~ hearing by submitting a written request to the appointing authority of the employee's department within seven (7) calendar days of being notified of the Serious Discipline. The Serious Discipline of the Part-time employee shall not be stayed or delayed pending completion of the review ~~meeting~~ hearing.

Upon receipt of the request for a review ~~meeting~~ hearing, the County shall provide a statement setting forth the reason(s) for the Serious Discipline and the materials supporting the decision. The Part -time employee may be represented at the review ~~meeting~~ hearing by a representative of his or her choice.

After completion of the review ~~meeting~~ hearing the reviewing manager shall determine whether there was a sufficient basis for the Serious Discipline. The reviewing manager shall then affirm, modify, or revoke the Serious Discipline in a written decision setting forth the basis for the decision. This decision shall be final, binding and non-appealable. However, should the County fail to provide the required statement and materials supporting the initial decision, or the reviewing manager does not provide a written statement within seven (7) calendar days of the hearing, then the issue would be appealable to the Director of Human Resources for another hearing.

Rev'd  
6/15/22

County Proposal #10 to SEIU  
June 15, 2022

OOT, SIC, TLI

1 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

PPT, PRO, SUP

1 MANAGEMENT ~~RIGHTS~~ EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

Rwel  
6/15/22

#### 1.4 Discrimination in Employment Prohibited

No employee, ~~or applicant for employment~~, shall be discriminated against in any aspect of employment because of age, ancestry, color, creed, gender, gender expression, gender identity, genetic information, marital status, medical condition (cancer or genetic characteristics), military or veteran status, national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, ~~or sexual orientation, or on any other basis prohibited by applicable federal and State law as outlined in Civil Service Rule 20.~~

Any employee who believes he or she has been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with his or her Department Equal Employment Opportunity Coordinator. The initial contact should be made as soon as possible, ~~but no later than 60 days after the alleged act of discrimination or harassment occurred.~~

The Department Equal Employment Opportunity Coordinator shall process the complaint in accordance with Civil Service Rule 20, Section 3. Informal Complaint Process.

##### 1.4.1 American with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA)

San Joaquin County shall comply with the provisions of the ~~Americans with Disabilities Act (ADA and FEHA)~~. Individuals requesting reasonable accommodation(s) ~~under the ADA~~ shall make a request ~~in writing~~ to their supervisor or manager, supported by ~~documentation~~ certification from a provided by an approved medical physician provider. The request shall identify the specific work restrictions along with any recommended reasonable accommodation(s) needed in the workplace. ~~The medical certification shall also specify required and~~ the anticipated duration needed for the work restrictions accommodation. The manager ~~and/or supervisor shall engage in a good faith, timely, interactive process with the employee~~ meet with the employee to confirm any documentation or verification received, in compliance with the ADA and FEHA. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. ~~Any such Documentation and/or information received through this process is subject to confidentiality laws, which discloses employee medical information shall be provided to the Human Resources, Disability Management Unit may be contacted for assistance and facilitation of the interactive process. Reasonable accommodation determinations are made at the department level. Human Resources shall be consulted if any dispute arises in regard to an ADA accommodation.~~

Rond 6/15/22

SEIU 41-hour rule

Section 2.9/2.9.1

SEIU negotiations; 6/15/22

1990s

The 41-hour rule (the Rule) first appears in the Paraprofessional & Technical (PPT) and Professional (PRO) MOUs sometime between 1996 and 1998.

2001

The Rule appears in the MOU for the newly established Supervisors (SUP) bargaining unit.

2006

The Rule first appears in the Safety, Investigative & Custodial (SIC) and Trades, Labor and Institutional (TLI) MOUs.

2013

During SEIU bargaining SJC proposed to eliminate the Rule beginning with the 2014-15 plan year, to comply with Affordable Care Act (ACA). This was agreed to and became part of the 2013-16 MOU, sections 2.9 and 2.9.1. This is the first time the rule appears in the Office and Office Technical (OOT) MOU.

2014

July 1 SJC does not end the Rule as indicted in SEIU MOUs.

2015

June 29 SJC stops applying the Rule and begins paying the employer portion for any employee who has a paycheck with sufficient funds to deduct the employee portion. For those that do not, SJC does not pay the employer portion unless they are on protected leave (FMLA, PDL, Workers' Comp, CFRA- see February 2018 entry regarding CFRA).

July 10

HR sends notice to department heads and a separate notice to employee groups both saying that the Rule is eliminated effective June 29, 2015, due to ACA. These notices incorrectly state that the employer contribution will be maintained so long as an employee has any paid time.

2016

During SEIU bargaining SJC proposed to undue the 2013 language change and just include a general statement that we will apply things consistent with ACA because SJC thought the ACA required certain things but now realize that it doesn't. SJC withdrew their proposal early in the process so the old language remained.

2018

SJC staff realized they were failing to recognize CFRA as protected leave and corrected this oversight.

41-hour rule removed from Administrative Manual section 2551.1.

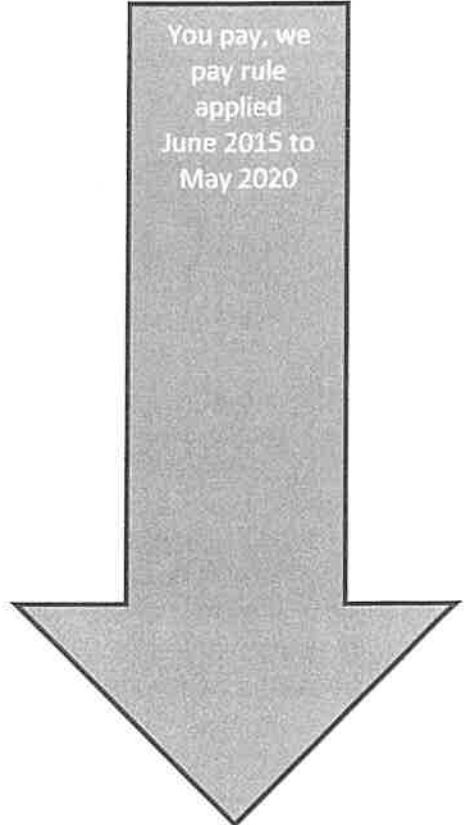
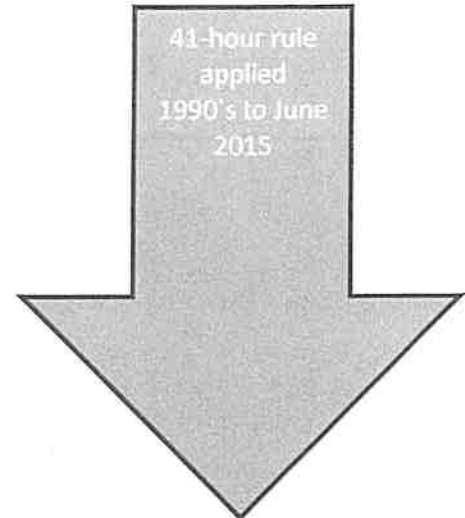
2019

July 18 At the SEIU bargaining table, the parties have a conversation that indicates both sides incorrectly believe the Rule is in effect. The SEIU rep challenges the equity of requiring 41 hours for represented employees but only 1 hour for unrepresented employees. He does not question the County's authority to apply the Rule and does not mention that the Rule was eliminated from the MOU in 2013. The parties did not reach agreement on this so the 2013 language remained.

2020

April 27 Human Resources sends a memorandum regarding the 41-hour rule.

May 11 SJC starts applying the Rule for the first time since 2015.





6/15/22

## Other Agency Requirement to Receive Employer Contribution Toward Health Benefits if on LOA

Agency	Requirement
<b>No employer contribution if the employee is in an unprotected leave status (benefits continuation through self-pay of the full premium/COBRA only)</b>	
County of Calaveras (safety)	“The County will continue to pay the employee’s share of the group health insurance premium for a medical leave; the employee is responsible for the timely payment of this/her share of the premium. The County will not contribute to the health insurance premium for leaves for reasons other than disability, for example, personal leaves.”
County of Fresno	“ <u>During an unpaid LOA:</u> If you are on an <b>unpaid</b> leave of absence and eligible for protected leave under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL), you may elect to continue your health insurance coverage by submitting your premium payments to the County’s third party administrator, Administrative Solutions, Inc. (ASI). Please note that the County will continue to pay its portion of the health insurance premium, provided that you elect and submit your payments by the due dates produced by ASI. If you are not eligible for protected leave under FMLA, CFRA, or PDL, you may elect to continue your health insurance coverage under COBRA, as described below.”
County of Merced	“During FMLA Leave, the County will continue to pay the employer share of the medical, dental and vision premiums during the first 12 weeks off work...After that, an employee may continue personal and dependent health, dental, vision, and life insurance benefits by paying the total monthly premiums to the County.”
County of Sacramento	“If you are a regular employee, and your LOA is any of the protected leave types, your health benefits and the employer

## Other Agency Requirement to Receive Employer Contribution Toward Health Benefits if on LOA

	<p>for the purpose of health benefits. If an employee is paid for less than 40 hours during a bi-weekly Health Benefits Period, that period will be counted as one of the “leave of absence” periods for health benefits purposes. For example, any biweekly Health Benefits Period during which the employee is paid less than 40 hours will: 1. ☐ count as one of the six biweekly payroll periods for approved FMLA leave; OR 2. ☐ count as one of the twenty-six bi-weekly payroll periods for an approved workers’ compensation leave (see Definitions); OR 3. ☐ result in no County contribution for a personal leave.” “If at any time an employee exceeds the number of Health Benefits Periods for which there is a County contribution, the employee becomes responsible for payment of COBRA premiums to maintain health coverages and eligibility.”</p>
<p>City of Lodi</p>	<p>“To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period (40 hours). The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.”</p>
<p>City of Tracy</p>	<p>“An employee on an unprotected leave must be in a paid status, which may include the use of accrued leave for at least half the pay period to maintain the employer premium contribution.”</p>
<p><b>Employer contribution provided if employee works 30 hours per week; If on a paid leave, coordinate with SDI for 40 hours per week</b></p>	
<p>County of Stanislaus</p>	<p>“Regular full-time employees must work 30 hours per week to qualify for a County benefit contribution.” “For employees on a paid leave of absence, the County will continue the current process of coordinating leave accruals with State Disability benefits. This process allows an employee to combine their State Disability benefits with their leave accruals to equal 40 hours of compensation per week while maintaining their full health insurance benefits.”</p>

RWD  
6/15/22

County Proposal #12 to SEIU  
June 15, 2022

3.3.5 ~~Sick Leave Abuse~~

~~Upon information and after investigation and the determination of the Director of Human Resources that an employee has abused the privilege of sick leave benefits, the Director may suspend the employee's privilege of sick leave accrual and/or usage with pay for such period as the Director determines necessary to deter the employee from again abusing the privilege.~~

Revised  
6/15/22

[LEAVES FROM EMPLOYMENT]

3.6 Educational Leave

PPT

3.6.1 Continuing Educational Leave

Nursing Assst - to keep their CNA

Regular employees in the classifications of Licensed Vocational Nurse, Sr. Licensed Vocational Nurse, Pharmacy Technician III, Psychiatric Technician, Sr. Psychiatric Technician, Physical Therapist Assistant, Occupational Therapist Assistant, and Operating Room Technician shall be ~~credited with~~ allowed eight (8) hours of paid time off for continuing educational leave with pay per fiscal year as of effective July 1 of each fiscal year.

~~If the leave is not used before July 1 of the succeeding fiscal year, the leave is forfeited. This leave has no dollar value at any time.~~

Continuing Educational leave is paid time off for the purpose of obtaining training and/or education that will qualify towards the employee's continuing education requirements necessary to maintain licensure for their position, or for professional development and growth in their career field. Use of continuing educational leave is subject to verification of the training taken.

~~The above listed Continuing educational leave under this section shall be scheduled at times mutually agreed to by the department head and the employee. If the leave is not used before the end of the fiscal year, the leave is forfeited. This leave has no cash value at any time.~~

For Educational Leave of Absence, see Section 3.8.3.

3.6.2 Continuing Educational Leave – SJGH

Employees in the following classification series who have the education or training as determined by San Joaquin General Hospital to meet the requirements of a critical care and a trauma receiving center shall be allowed twenty-four (24) hours of paid time off to attend course of instruction designed to meet any further prescribed educational requirements: Radiologic Technologist series, Respiratory Care Practitioner series, and Pulmonary Function Technician series. Use of continuing education leave under this section is subject to verification of the course instruction taken.

July 1 is the effective date for continuing educational leave accruals and such leave must be used by the end of the fiscal year or it is forfeited. In addition, continuing educational leave has no ~~monetary cash~~ value.

~~The above-listed Continuing educational leave under this section shall be scheduled at times mutually agreed to by the department head and the employee.~~

## PRO

### 3.6.1 Continuing Educational Leave

~~Regular E~~employees in the Occupational Therapist, Physical Therapist, Speech Therapist, Audiologist, Clinical Dietician, Mental Health Clinician II, Public Health Nutritionist, and Pharmacist series shall be ~~credited with~~allowed twenty-four (24) hours of paid time off for continuing education ~~at leave per fiscal year as of effective~~ July 1 of each fiscal year. Physician Assistants who have National Accreditation shall be similarly credited with forty (40) hours of continuing educational leave.

~~If the leave is not used before July 1 of the succeeding fiscal year, the leave is forfeited. This leave has no dollar value at any time.~~

Continuing Eeducational leave is paid time off for the purpose of obtaining training and/or education that will qualify towards the employee's continuing education requirements necessary to maintain licensure for their position, or for professional development and growth in their career field. Use of educational leave is subject to verification of the training taken.

~~The above-listed Continuing educational leave under this section shall be scheduled at times mutually agreed to by the department head and the employee. If the leave is not used before the end of the fiscal year, the leave is forfeited. This leave has no cash value at any time.~~

For Educational Leave of Absence, see Section 3.8.3.

## SUP

### 3.6.1 Continuing Educational Leave

Employees in the Occupational Therapist, Physical Therapist, Speech Therapist, Chief Psychiatric Technician, Mental Health Clinician III, and Pharmacist series shall be ~~credited with~~allowed twenty-four (24) hours of paid time off for continuing educational leave per fiscal year as of effective July 1 of each fiscal year. ~~Physician Assistants who have National Accreditation shall be similarly credited with forty (40) hours of educational leave.~~

~~If the leave is not used before July 1 of the succeeding fiscal year, the leave is forfeited. This leave has no dollar value at any time.~~

Continuing Eeducational leave is paid time off for the purpose of obtaining training and/or education that will qualify towards the employee's continuing education requirements necessary

to maintain licensure for their position, or for professional development and growth in their career field. Use of continuing educational leave is subject to verification of the training taken.

~~The above listed~~ Continuing educational leave under this section shall be scheduled at times mutually agreed to by the department head and the employee. If the leave is not used before the end of the fiscal year, the leave is forfeited. This leave has no cash value at any time.

For Educational Leave of Absence, see Section 3.8.3.

Revised  
6/15/22

County Proposal #04 to SEIU  
June 15, 2022

[LEAVES FROM EMPLOYMENT]

3.8.1 Personal Medical Leave without Pay

Personal Medical Leave-leaves Without Pay may be granted to probationary or permanent employees by the department head. Requests must be submitted with ~~a statement~~medical certification from a ~~California licensed physician~~medical provider stating the ~~nature of the disability and the~~estimated duration of the disability leave and anticipated release to return to work. A medical leave may be granted for a maximum of one year; (extensions may be possible, usually pending disability retirement). ~~A leave of over 30 days must be approved by the Director of Human Resources.~~

Refer to Section 1.4.1 American with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) for leave accommodation under the ADA/FEHA.

Rwd  
6/15/22

[CATASTROPHIC LEAVE]

3.10.1 Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by SEIU.  
[~~"Service Employees International Union"~~ OOT, SIC, TLI]

- (a) A County employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:
  - (1) The employee has exhausted, or will soon exhaust all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member, as defined in ~~San Joaquin County Ordinance Code Section 2-5230~~ Section 3.3.2 of this MOU.
  - (2) The employee has received approval for an ~~unpaid personal medical~~ leave of absence from his/her Department Head under Section 3.8.1.
- (b) Employees may donate accrued vacation, compensatory time or holiday (floating, flexible, or regular) time; sick leave may not be donated.
- (c) Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor in each donation period.
- (d) Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.
- (e) Once donated to an individual, donated leave cannot be reclaimed by the donor.



County Proposal #09 to SEIU  
June 15, 2022

RCSW  
6/15/22

[LEAVES FROM EMPLOYMENT]

3.11 Leave for ~~Promotional~~ Civil Service Examinations and Interviews

Employees shall be allowed the necessary time off with pay to participate in ~~promotional~~ Civil Service examinations and selection interviews for the County, which are held during their regular work hours.

Revd  
6/15/22

County Proposal #21 to SEIU  
June 15, 2022

[LEAVES FROM EMPLOYMENT]

3.12 Effect of Re-employment or Reinstatement on Leave Accrual Rates and Pay

A former employee who returns to County service as a result of re-employment after a layoff pursuant to Civil Service Rule 17, or who reinstates to County service within one year from the date of separation under pursuant to Civil Service Rule 16, shall ~~not~~ be entitled to ~~accumulated~~ sick leave benefits ~~accrued at the time of layoff or separation, and will be returned to the same vacation accrual rate and salary grade step that was held at the time of separation unless the return to County service is the result of reinstatement within one year of termination of employment OR is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.~~

~~Employees who are reinstated to County service within one year of termination of employment will be returned to the same vacation accrual rate and salary grade step that was held at the time of separation.~~

County Proposal #22 to SEIU  
June 15, 2022

Raw  
6/15/22

Term: 44 months through June 30, 2026

4.1 Salaries

- a) Effective the first pay period following adoption of this agreement by the Board of Supervisors, all employees shall receive a Cost of Living adjustment of 4% of base salary.
- b) Effective twenty-six (26) pay periods after the increase in a), employees shall receive a Cost of Living adjustment of 3% of base salary.
- c) Effective twenty-six (26) pay periods after the increase in b), employees shall receive a Cost of Living adjustment of 2% of base salary.



Counter Proposal from SEIU 1021 to San Joaquin County All MOU's

date: 6/15/27

4. Compensation

4.1 Salaries

Effective October 21, 2022 all employees shall receive a Cost of Living Adjustment of ~~15~~12% of base salary.

Effective July 1, 2023 all employees shall receive a Cost of Living Adjustment of ~~15~~11% of base salary.

Effective July 1, 2024 all employees shall receive a Cost of Living Adjustment of ~~15~~10% of base salary.

**Effective July 1, 2025 all employees shall receive a Cost of Living Adjustment of 9% of base salary.**

County Proposal #23 to SEIU  
June 15, 2022

Kool  
6/15/22

PRO

4.2.3 Shift Differential

The Shift Differential will be \$1.15 per hour for p.m. and split shifts and \$1.45 per hour for night shifts.

For employees in the class series of Clinical Laboratory Technologist working in the laboratory at San Joaquin General Hospital, the night shift differential shall be \$3.00 per hour.

For purposes of payment of shift differential the following times shall apply:

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon.  
P.M.: Any work shift which begins on or after 12:00 noon and before 8:00 p.m.  
NIGHT: Any work shift which begins on or after 8:00 p.m. and before 4:00 a.m.

Revised  
6/15/22

## OOT, PRO, SIC, SUP, TLI

### 4.2.4 Standby Pay

A department head, with the approval of the County Administrator or designee, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at 20% of their regular hourly rate.

## PPT

### 4.2.4 Standby Pay

A department head, with the approval of the County Administrator or designee, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at 20% of their regular hourly rate.

Employees in the Operating Room Technician I, Operating Room Technician II, and Sr. Operating Room Technician classifications shall be compensated \$10 per hour when assigned to standby, and \$12 per hour when assigned to standby on a regular holiday.

The August 10, 2021 side letter regarding Operating Room Technician wages is terminated.

Revised  
6/15/22

PPT

4.2.6.3 Intake and Assessment Supplement

Upon approval by the Human Services Agency (HSA) Director, ~~a) Employees~~ in the classifications of Social Worker I, II, III, and IV who are assigned to Intake and Assessment (I & A) shall receive a supplement of 7.5% of base salary for all hours worked in the assignment.

- ~~b) — Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- ~~c) — HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker I, II, III, or IV is no longer assigned to I & A.~~

PRO

4.2.6.3 Intake and Assessment Supplement

a) Upon approval by the Human Services Agency (HSA) Director, ~~E~~employees in the classification of Social Worker V who are assigned to Intake and Assessment (I & A) shall receive a supplement of 7.5% of base salary for all hours worked in the assignment.

- ~~b) Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- ~~c) HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker V is no longer assigned to I & A.~~

SUP

4.2.6.3 Intake and Assessment Supplement

a) Upon approval by the Human Services Agency (HSA) Director, ~~E~~employees in the classification of Social Worker Supervisor II, who are assigned to supervise employees in the Social Worker I, II, III, IV, and V classifications assigned to Intake and Assessment (I & A), shall receive a supplement of 7.5% of base salary for all hours worked in the assignment.

- ~~b) Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- ~~e) HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker Supervisor II is no longer assigned to I & A.~~



RWSL  
6/15/22

## OOT, TLI

### 4.2.12 Bilingual Pay

Each employee who is designated by the appointing authority ~~and approved by the County Administrator~~ and who has passed a bilingual proficiency examination administered by the Human Resources Division ~~and has otherwise qualified for bilingual compensation under this subsection~~ shall receive ~~additional compensation~~ a supplement of \$.41 per hour for Class I and \$.82 per hour for Class II.

~~To qualify for Class I, an employee must meet the requirements set forth in paragraph 1 and perform bilingual interpretation as a part of their job function and regular duties at least 20% of the time. An employee in this unit who works in a 24 hour institution and is designated as an interpreter shall receive bilingual pay regardless of whether the employee otherwise qualifies for such pay.~~

~~To qualify for Class II, an employee must meet the requirements set forth in paragraph 1 and perform bilingual interpretation at least 20% of the time:~~

- ~~a) — before an officially convened court, appeals board, commission or hearing body;~~
- ~~b) — in the interpretation for law enforcement investigations or the translation of documents relating to those investigations;~~
- ~~c) — in the interpretation of medical information including the use of medical terminology; or~~
- ~~d) — must be assigned to a position designated as requiring bilingual skills at least 40% of the time, such as an assigned bilingual caseload.~~

Although effort will be made to use employees receiving bilingual pay as interpreters, no employee shall refuse to assist in interpretation ~~for clients or patients~~ on an occasional basis.

~~When the bilingual skill is no longer required, the Department Head shall terminate the bilingual compensation by written notice to the Human Resources Director and shall notify the employee.~~

## PPT

### 4.2.12 Bilingual Pay

Each employee who is designated by the appointing authority and who has passed a bilingual proficiency examination administered by the Human Resources Division shall receive a supplement of \$.82 per hour.

Although effort will be made to use employees receiving bilingual pay as interpreters, no employee shall refuse to assist in interpretation on an occasional basis.

a) ~~Class I Bilingual pay~~

~~Employees shall receive bilingual pay at 41 cents per hour only if they meet all of the following criteria:~~

- ~~1. have passed a bilingual proficiency examination administered by the Human Resources Division~~
- ~~2. have been approved by the County Administrator or designee~~
- ~~3. have been designated by the appointing authority in a position designated as requiring bilingual skills at least 20% of the time, such as an assigned bilingual caseload.~~

b) ~~Class II Bilingual pay~~

~~Employees shall receive bilingual pay at 82 cents per hour if they meet all the requirements set forth for Class I bilingual pay and either:~~

- ~~1. Perform bilingual interpretation at least 20% of the time,
  - ~~a) Before an officially convened court, appeals board, commission or hearing body~~
  - ~~b) In the interpretation for law enforcement investigations or the translation of documents relating to those investigations, or~~
  - ~~c) In the interpretation of medical information including the use of medical terminology; or~~~~
- ~~2. Are assigned to a position designated as requiring bilingual skills at least 40% of the time, such as an assigned caseload.~~

~~e) Although effort will be made to use as interpreters employees receiving bilingual pay, no employee shall refuse to assist in interpretation for clients or patients on an occasional basis. When the bilingual skill is no longer required, the department head shall terminate the bilingual compensation by written notice to the Human Resources Director and shall notify the employee.~~

## PRO, SUP

### 4.2.12 Bilingual Pay

Each employee who is designated by the appointing authority and who has passed a bilingual proficiency examination administered by the Human Resources Division shall receive a supplement of \$.82 per hour.

Although effort will be made to use employees receiving bilingual pay as interpreters, no employee shall refuse to assist in interpretation on an occasional basis.

- a) ~~Employees in this unit, may receive bilingual pay at 41 cents per hour only if they meet all of the following criteria:~~
- 1) ~~have passed a bilingual proficiency examination administered by the Human Resources Division~~
  - 2) ~~have been approved by the County Administrator or designee~~
  - 3) ~~have been designated by the appointing authority in a position designated as requiring bilingual skills at least 40% of the time, such as an assigned bilingual caseload.~~
- b) ~~Although effort will be made to use as interpreters employees receiving bilingual pay, no employee shall refuse to assist in interpretation for clients or patients on an occasional basis. When the bilingual skill is no longer required, the department head shall terminate the bilingual compensation by written notice to the Human Resources Director and shall notify the employee.~~

## SIC

### 4.2.12 Bilingual Pay

~~Each employee who is designated by the appointing authority and approved by the County Administrator and who has passed a bilingual proficiency examination administered by the Human Resources Division shall receive a bi-weekly supplement of \$32.80.~~ \$.82 per hour.

Although effort will be made to use employees receiving bilingual pay as interpreters, no employee shall refuse to assist in interpretation on an occasional basis.

Revised  
6/15/22

County Proposal #27 to SEIU  
June 15, 2022

5.5 Call-Back-Overtime

Callback work is unscheduled work performed by an employee on a day or at a time that requires the employee to physically return to a work site or location, or perform work remotely, from an off-duty status, and is compensated on either a straight time (regular salary) or overtime basis. An employee that performs callback work under this section that results in overtime shall be compensated according to the provisions of Section 5.6.

OOT, TLI

5.5.1 Definition Employees Required to Report to a Work Location

~~Call-back overtime is defined as overtime required of an e~~Employees who, following completion of ~~the employee's~~their assigned work day and ~~who has have~~ left his/~~her~~their regular or alternate worksite or who are on standby, ~~is are~~ notified to ~~physically report return back to a dutywork~~ site shall be compensated for the actual time worked, but not less than three (3) hours, each time the employee is called back. If the employee is sent home before the three (3) hour minimum is reached and recalled back to work during the three (3) hour minimum, the employee is not granted another three (3) hour minimum as the employee would continue working under the first callback three (3) hour minimum.

Contiguous overtimecallback time, or overtime-callback work assigned to be worked within (1) hour after completion of the regular work shift, or callback work assigned by the department head or designee which is performed at a time convenient to the employee shall be excluded from the three (3) hour minimum unless such overtime-callback work is performed on a regular day off.

PRO, PPT, SIC, SUP

5.5.1 Definition Employees Required to Report to a Work Location

~~Call-back overtime is defined as overtime required of an e~~Employees who, following completion of ~~the employee's~~their assigned work day and ~~who have~~ left their worksite or who are on standby, ~~is are~~ notified to ~~physically report return back to dutywork~~ shall be compensated for the actual time worked, but not less than three (3) hours, each time the employee is called back. If the employee is sent home before the three (3) hour minimum is reached and recalled back to work during the three (3) hour minimum, the employee is not granted another three (3) hour minimum as the employee would continue working under the first callback three-hour (3) minimum.

Contiguous overtimecallback time, or overtime-callback work assigned to be worked within one (1) hour after completion of the regular work shift, or overtime-callback work assigned



by the department head or designee which is performed at a time convenient to the employee shall be excluded from the three (3) hour minimum unless such ~~overtime~~ callback work is performed on a regular day off.

## ALL UNITS

### 5.5.2 Compensation Employees Not Required to Report to a Work Location

An employee who performs call back overtime shall receive credit for the actual time worked, but not less than three (3) hours credit each time the employee is called back. An employee who performs call back overtime shall be compensated according to the provisions of Section 5.6. Employees who are off duty and/or on standby who are required to handle telephone calls and related work remotely shall be paid for the actual time worked. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling related work. Time spent on non-work related activities shall not be compensated.

The amount of callback time will be determined as follows based on actual time worked:

1 to 22 minutes = 15 minutes of callback

23 to 37 minutes = 30 minutes of callback

38 to 52 minutes = 45 minutes of callback

53 to 67 minutes = 60 minutes of callback

#### Example

Monday night: Employee takes a call at 8:00pm that ends at 8:05pm. The employee then takes another call at 8:10pm that ends at 8:15pm. The employee would be compensated for fifteen (15) minutes of callback. This is considered one work session;

Tuesday night: Employee takes a call at 8:00pm that ends at 8:10pm. The employee would be compensated for fifteen (15) minutes of callback;

Wednesday night: Employee takes a call at 8:00pm that ends at 8:10pm. Employee takes another call at 9:00pm that ends at 9:10pm. No work is performed between 8:10pm and 9:00pm. The employee would be compensated for a total of thirty (30) minutes of callback at the appropriate rate. This is considered two work sessions (15 minutes of callback each session).

Revised  
6/15/22

## OOT, SIC, TLI

### ~~5.8.2 Job Sharing~~

~~Any regular, permanent full-time employee may agree to job-share a position, subject to approval by a Department Head and the Director of Human Resources.~~

## PPT, PRO, SUP

### ~~5.8.2 Job Sharing~~

~~Any regular, permanent full-time employee may agree to job-share a position, subject to approval by a Department Head and the Director of Human Resources. Part-time employees eligible for benefits are not eligible for job-sharing.~~

## ALL UNITS

### ~~5.8.2.1 Conditions of Job Share Participation~~

- ~~a. Employees must have permanent Civil Service status.~~
- ~~b. Bi-weekly salary for job-sharing employees will be pro-rated. Pro-rated compensation will be based on each individual's step on the salary range.~~
- ~~c. Vacation, sick leave, floating and regular holiday will be earned on a pro-rated basis.~~
- ~~d. The dollar value of the County's contribution to health, dental and vision insurance for one full-time allocated position will be pro-rated.~~
- ~~e. Employees participating in a job-share agreement will be treated as temporary employees for retirement purposes only.~~
- ~~f. If a vacancy does not exist when an employee who is participating in a job-share arrangement wishes to resume full-time employment, the employee will be required to maintain job-share status until a vacancy in the appropriate classification occurs. Job-share participants will be entitled to the first vacancy that occurs in the appropriate classification in their department or may consider the transfer option to another County department. Participants will be notified prior to the implementation of a position freeze or if the position is to be filled.~~
- ~~g. Workers' Compensation will be administered in accordance with the Labor Code of the State of California.~~

- ~~h. — Employees are eligible for overtime compensation only after 40 hours in a work week.~~
- ~~i. — Limits to trading time, coverage during illness or vacation, the work schedule and total hours each employee will work during a pay period, will be set by the Department Head.~~
- ~~j. — If one participant in the job share agreement terminates employment during the agreement and a replacement cannot be found within a reasonable time period, the remaining employee will be required to return to full time status.~~
- ~~k. — For the purpose of interpreting minimum qualifications for open or promotional exams, work experience during the period the employee is participating in the job share agreement will be calculated on a pro-rated basis.~~

KOVV  
6/15/22

County Proposal #31 to SEIU  
June 15, 2022

[SALARY ADMINISTRATION]

**PPT, PRO, SUP**

6.2.2 Part Time Employees

~~Part time employees as defined in Section 7 shall be eligible for step increases to a maximum of E step after serving a merit advancement period of 1,840 hours at each step.~~

**ALL UNITS**

6.2.32 Eligibility for Step Increases for Part-Time and Temporary Employees (Non-Healthcare Professionals)

~~Employees designated as Partpart-time or temporary with 1300 hours of service in the prior calendar year and shall complete 2080 hours of unbroken service (not taken off payroll) and a minimum of twenty-six (26) bi-weekly pay periods shall be eligible for an increase to Step B before advancing to next higher step of the salary range. Thereafter, eligible Part-time employees shall receive a further step increase for each additional 2080 hours of service.~~



Rovd  
6/15/22

OOT

6.8 Underfilling

~~Senior Office Assistants and~~ Office Supervisors who have been certified from an eligible list for Eligibility Worker I may underfill any Eligibility Worker position. One year of underfilling time performing the duties of an Eligibility Worker I shall meet the one-year experience requirement for the Eligibility Worker II.

Senior Office Assistants in the Office of Revenue and Recovery and the Human Services Agency may underfill a position in the Collections Clerk series in that department. Time spent underfilling shall qualify to meet the experience requirement for Collections Clerk I or II.

PPT

6.8 Underfilling

~~Office Assistant III's and Office Assistant-Supervisor's~~ who have been certified from an eligible list for Eligibility Worker I may underfill any ~~block-budgeted~~ Eligibility Worker position. One year of underfilling time performing the duties of an Eligibility Worker I shall meet the one year experience requirement for the Eligibility Worker II.

~~Office Assistant III's in the Office of Revenue and Recovery and the Human Services Agency~~ may underfill a position in the Collections Clerk series in that department. Time spent underfilling shall qualify to meet the experience requirement for Collections Clerk I or II.

Rovd  
6/15/22

County Proposal #33 to SEIU  
June 15, 2022

[PART-TIME EMPLOYMENT]

**PPT, PRO, SUP**

7. PART-TIME EMPLOYMENT – HEALTH CARE PROFESSIONALS[TITLE CHANGE ONLY]

**ALL UNITS**

7.1 Definitions of Temporary and Part-Time

Definitions for part-time and temporary employment shall be as follows (~~these definitions shall be incorporated into the County Civil Service Rules~~): [parenthetical language exists only in OOT, SUP, TLI]

Part-time: The status of an employee who is appointed to a position which is less than three quarters time (defined as not more than 1560 hours in a fiscal year). A part-time position is ongoing in nature and anticipated to exceed six months' duration.

Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (see Section 2.3.2.2), Step increases (see Section 6.2.32) and/or holiday pay (see Section 3.4.2.5).

Temporary: The status of an employee who is appointed to a position which is either seasonal in nature (not to exceed seven months in a fiscal year) and recurs year to year, or who covers peak workloads or regular employee absences (not to exceed nine months in a fiscal year) in a position which is not ongoing in nature.

Temporary employees who meet the appropriate eligibility criteria may receive step increases (see Section 6.2.2).

~~Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (see Section 2.3.2.2), Step increases (see Section 6.2.3) and/or holiday pay (see Section 3.4.2.5).~~

[benefits section reference may change based on proposed Section 2 changes]

Rcvd  
6/15/22

County Proposal #34 to SEIU  
June 15, 2022

**OOT, SIC, SUP, TLI**

7.2 Compliance with Part-Time/Temporary Definition

~~The County will begin counting the hours of "Part-time" employees for the purpose of ensuring compliance with the definition "Part-time" on January 1, 2001. The County will provide the Union with payroll data showing the number of hours worked by Part-time employees in the prior six months on the pay period closest to June 1 and December 1 of each year. The County will provide the Union with payroll data showing the number of hours worked by Temporary employees in the prior year on the pay period closest to January 1 of each year.~~

Disputes regarding violations of the Part-time and Temporary Employee definitions shall be submitted directly to Human Resources pursuant to the Complaint procedure set forth in Section 17 of the respective Memoranda of Understanding.

**PPT, PRO**

7.2 Compliance with Part-Time/Temporary Definition

~~The County will begin counting the hours of "Part-time" employees for the purpose of ensuring compliance with the definition "Part-time" on January 1, 2001. The County will provide the Union with payroll data showing the number of hours worked by Part-time employees in the prior six months on the pay period closest to June 1 and December 1 of each year. The County will provide the Union with payroll data showing the number of hours worked by Temporary employees in the prior year on the pay period closest to January 1 of each year.~~

Disputes regarding violations of the Part-time and Temporary Employee definitions shall be submitted directly to Human Resources pursuant to the Complaint procedure set forth in Section 17.