

**SEIU Local 1021 and Health Plan of San Joaquin
2022 Negotiations
Ground Rules**

Service Employees International Union (SEIU 1021) and Health Plan of San Joaquin (HPSJ) agree to abide by the following Ground Rules during the 2022 Contract Negotiations for a successor Memorandum of Understanding. (MOU) which expires on June 30, 2022.

1. It is understood that there is no final agreement until there is total agreement on all issues. However, as tentative agreements are reached they shall be dated, labeled TA, and two copies shall be signed by the authorized representatives for each party and one (1) SEIU bargaining team member and each provided a signed original.
2. Each party understands that agreements are tentative, subject to a final ratification vote of the membership of SEIU 1021 and the adoption by the HPSJ Health Commission. SEIU bargaining team members shall be released with pay and permitted reasonable time off without loss of compensation or other benefits when participating on regularly scheduled work days. In addition to scheduled bargaining sessions time, additional release time for negotiations preparations may be requested, if needed, and such requests will not be unreasonably denied. No overtime compensation will be paid if any negotiation session exceeds the bargaining members regularly scheduled hours of work. SEIU will notify the designated HPSJ representative with the names of the SEIU bargaining team and the request for scheduled release time with 1 week notice. HPSJ will notify department management of the names of the SEIU bargaining team members and the scheduled authorized release time. And the bargaining team will be cc'd on the email notification.
3. All proposals shall be made in writing with strike-out for deletions and underscore and bolded for additions to existing language, and an electronic copy shall be emailed to each Chief Spokesperson and/or alternate designee after each meeting. No new proposals will be introduced after May 9, 2022 except by mutual agreement.
4. Bargaining sessions will be scheduled in advance and held on dates, at times and locations mutually agreed to by the parties. Should either party have a need to reschedule or cancel a meeting, they will do so through the other Chief Negotiator at the earliest opportunity, preferably at least twenty-four (24) hours in advance.
5. Requests for available information, proposals and counter proposals will be responded to in a timely fashion. Information requests shall be made only through the respective Chief Spokespersons and/or alternate designee. Information requests to HPSJ shall be transmitted in writing to the HPSJ Chief Spokesperson and/or alternate designee on the
6. The Chief Spokespersons Cheryl Harris for SEIU and Michael Jarvis for HPSJ will have the authority to make proposals and sign tentative agreements (TA).
7. Either party can call a caucus at any time with an estimated conclusion time.

8. The parties agree further the current MOU between SEIU and HPSJ which expires on June 30, 2022 will serve as the beginning point for these negotiations. All language contained in the current MOU not subject of a bargaining proposal will remain unchanged and will be incorporated into the successor MOU.
9. Once a complete agreement is tentatively agreed upon, the SEIU bargaining team members and representatives agree to recommend ratification to the general membership and the HPSJ Negotiation Team members and representatives agree to recommend adoption by the HPSJ Health Commission.
10. All negotiations are to be conducted at the bargaining table. During negotiations, neither party shall engage in direct dealing with the principals of the other party (SEIU unit members/HPSJ Health Commission and HPSJ managers/administrators outside of the bargaining team) over any negotiable matter.
11. These ground rules may be modified only by mutual agreement of both parties.

FOR SEIU:

Cheryl Harris

Cheryl Harris

4/7/22

Date

Gen Curtis

SEIU Bargaining Team Member

4/7/22

Date

FOR HPSJ:

Michael Jarvis

Michael Jarvis

4/7/22

Date

Date 4/20/22
Time _____

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 1 – General Provisions

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy, consistency, and clarity.

Proposal: HPSJ proposes to replace all gendered pronouns within the memorandum of understanding with gender-neutral pronouns. HPSJ also proposes to replace all references to HPSJ and SEIU with “HPSJ” and “SEIU,” respectively. Finally, HPSJ proposes to replace all references to stewards with “Shop Stewards.” HPSJ views this proposal as administrative “clean-up.”

For HPSJ:

Date: 4/20/22



Michael W. Jarvis
Liebert Cassidy Whitmore

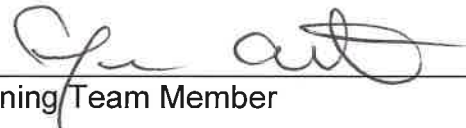
For SEIU Local 1021:

Date: 4/20/22



Cheryl Harris
SEIU

Date: 4/20/22



Bargaining Team Member

**SEIU Local 1021 Counter Proposal
to Health Plan of San Joaquin
HPSJ Proposal #2
June 7, 2022**

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "MOU" is made by and between the Health Plan of San Joaquin, hereinafter referred to as "HPSJ", "Organization, or Agency" and the General Employees Representation Unit of the Service Employees International Union, Local 1021, hereinafter referred to as the "Union" and "SEIU". This MOU Memorandum was reached pursuant to, and in accordance with the provisions of California Government Code Section 3500 et seq., for the purpose of establishing the wages, hours and terms and condition of employment for employees within the General Employees Representation Unit represented by SEIU.

For SEIU Local 1021:

Date: 6/7/22

Cheryl Harris
Cheryl Harris

SEIU Local 1021 Field Representative

Date: 6/7/22

Gene Catts
SEIU Bargaining Team Member

For HPSJ:

Date: 6/7/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

Date 4/12/22
Time 10:15


Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 3 – Duration

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy and clarity.

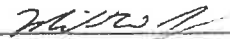
Proposal: HPSJ views this proposal as administrative "clean-up."

Language:

This MOU shall be effective as of the first full pay period after adoption by the HPSJ Health Commission approval, and shall ~~expire through June 30, 2022~~ 2025 

For HPSJ:

Date: 6/1/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 6/1/22


Cheryl Harris
SEIU

Date: 6-1-22


Christina Villan
Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 4 – Recognition

Interest: HPSJ is interested in memorializing that SEIU is the sole and exclusive representative for this bargaining unit.

Proposal: HPSJ proposes to recognize SEIU as the exclusive representative for classifications covered by this Agreement, as well as minor administrative cleanup.

Language:

SECTION 1 RECOGNITION

SEIU Local 1021 (“SEIU”) is recognized by the Health Plan of San Joaquin (“HPSJ”) as the exclusive representative for ~~unit members covered by this MOU. Such unit members shall include those unit members regularly employed in the~~ classifications listed in Appendix A.

For HPSJ:

Date: 4/20/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 4/20/22

Cheryl Harris
Cheryl Harris
SEIU

Date: 4/20/22

[Signature]
Bargaining Team Member

Date 8/11/22
Time 1:35 pm

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 5 – Employee Rights

Interest: HPSJ is interested in maintaining compliance with state law while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to remove unnecessary language and views this proposal as administrative “cleanup.”

Language:

2.2 Employee Rights

~~SEIU and HPSJ recognize that each e~~Employees shall have the following rights ~~which he/she may exercise in accordance with this MOU, applicable law, ordinances and rules and regulations:~~

- ~~1. The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation on all matters within the scope of representation.~~
- ~~2.1. _____~~ The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of HPSJ, HPSJ employees, or SEIU, or other employees or employee organizations, with respect to his/her/their membership or non-membership in any employee organization or with respect to any lawful activity.
- ~~3.2. _____~~ The right to refuse to join or participate in the activities of any employee organization.
- ~~4.3. _____~~ The right to representation during an investigatory or disciplinary interview, consistent with the Supreme Court's 1975 Weingarten decision. ~~himself/herself individually in his/her employee relations with the Organization.~~

~~The Union or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the San Joaquin County Health Commission or SEIU.~~

Date / /
Time :

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8.11.2022


Christina Viller
Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 6 – Non-Discrimination

Interest: HPSJ is interested in maintaining compliance with applicable federal and state antidiscrimination laws while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to revise the list of protected categories, to remove unnecessary language set forth under applicable law and HPSJ policy, and minor administrative “clean-up.”

Language:

2.3 Non Discrimination

~~The provisions of this MOU shall be applied, subject to federal, State and Local Laws. HPSJ affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The law does not permit HPSJ prohibits harassment discrimination based~~ on color, race, gender (including gender identity and gender expression), religion (including religious creed, dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding or related medical condition), sexual orientation, marital status, registered domestic partner status, age (40 and over), national origin (including language use) or ancestry, physical or mental disability, medical condition (including cancer and genetics characteristics), ~~sex (including pregnancy, childbirth, breastfeeding or related medical condition)~~, genetic information, ~~sexual orientation~~, military or veteran status, political affiliation, union membership, or any other basis protected by law ~~characteristic made unlawful by applicable Federal, State and local laws~~. It also prohibits harassment based on the perception that anyone has these characteristics, or is associated with anyone who has or is perceived to have these characteristics.

Harassment is defined as, but not limited to: Behavior that intimidates, threatens, degrades, torments or places demands upon another, based on one of the protected categories listed in the above paragraph, to the extent that the conduct unreasonable interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

Examples of harassment include, but are not limited to:

Date ___/___/___
Time ____:____


- Verbal conduct such as ethnic or racial slurs, epithets, derogatory or insulting comments, taunting heckling, unwanted sexual advances or comments, racial or sexual jokes;
- Physical conduct including assault unwanted touching, intentionally blocking normal movement or interfering with work;
- Visual displays such as derogatory or sexually oriented posters, photographs, letters or other writings, cartoons, drawings or gestures;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offered of employment benefits in return for sexual favors; or
- Retaliating for reporting or threatening or to report harassment; and Communication via electronic media of any type that includes prohibited harassing conduct.

Harassment is cause for disciplinary action.

HPSJ shall comply with the provisions of the Americans with Disabilities Act (ADA) and the Department of Fair Employment and Housing Act (DFEHA). Individuals requesting reasonable accommodation shall follow the Accommodation Policy and Procedure. The appropriate staff will engage in the interactive process.

For HPSJ:

Date: 8/11/22



Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22



Andrea Colavita Pinkham
SEIU

Date: 8-11-22



Christina Villar
Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 7 – SEIU Rights

Interest: HPSJ is interested in maintaining compliance with state law while updating the memorandum of understanding for accuracy, clarity, and consistency with HPSJ's established practices.

Proposal: HPSJ proposes to remove unnecessary language and clarify the procedures described in Section 2.4. HPSJ views this proposal as administrative "cleanup."

Language:

2.4 SEIU Rights

SEIU shall have the following rights:

a. Representation

Upon request, to meet and confer in good faith with ~~appropriate levels of the~~ HPSJ ~~management~~ regarding matters within the scope of representation.

b. Advance Notice

~~Except in cases of emergency, HPSJ will provide notice to SEIU regarding changes in resolutions, policy, or any other matter that falls within the scope of representation under the Meyers-Millias-Brown Act (MMBA). SEIU will have fourteen (14) calendar days after notification to request a meet and confer. If SEIU fails to respond within the fourteen-day period then SEIU has waived their right to meet and confer. Matters that are mandatory subjects of bargaining may not be implemented until the meet and confer process is complete. SEIU shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by HPSJ and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing SEIU with advance copies of the agenda of the San Joaquin County Health Commission meetings.~~

c. Representatives – Meeting Attendance

SEIU may have a reasonable number of employees ~~who serve as~~ official union representatives released from work without loss of compensation when meeting ~~and conferring~~ with ~~HPSJ management representatives where~~

Date ___/___/___
Time _____:

~~concerning matters within the scope of representation are being considered. SEIU shall must submit a request for such release to the Director of Labor Relations, and shall include the employees name and department, therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of Agency release time for this purpose shall not be excessive, nor shall it unreasonably interfere with the performance of Agency HPSJ services as determined by the Agency HPSJ. The reasonableness of the number of such employees shall be the subject of negotiation.~~

3.5 Health Plan Information

~~Prior to any changes in the health benefits, HPSJ shall notify the Union and meet and confer regarding proposed changes whereas there will be an effect on SEIU bargaining unit members.~~

For HPSJ:


Date: 8/11/22



Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22



Andrea Colavita Pinkham
SEIU

Date: 8-11-22



Christina Veller
Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 8 – Representative Access to Employees

Interest: HPSJ is interested in maintaining compliance with state law while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to remove unnecessary language and clarify the procedures described in Section 2.5. HPSJ views this proposal as administrative “cleanup.”

Language:

2.5 Representatives Access To Employees


- a. ~~Authorized business representatives of SEIU Field Representatives~~ will be allowed reasonable access to employees ~~of the unit~~ in permitted work areas during ~~the working hours of the employees concerned~~ for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The ~~authorized SEIU Field Representative~~ shall give advance notice of at least thirty (30) minutes to ~~HPSJ's appointed representative (s) the Director of Labor Relations~~ for access purposes pursuant to this paragraph when contacting departmental employees during their duty period.
- b. ~~SEIU may engage in campaigning, or Reasonable~~ solicitation for membership, or other ~~internal~~ Union business ~~or campaigning~~ shall be conducted only in non-work areas and during the non-duty hours of all employees concerned, ~~so long as normal work functions of the Agency are not interfered with~~. Due to Protected Health Information ("PHI") in the workplace, non-work areas shall be defined as community meeting rooms and/or conference rooms with external egress and restricted access to work areas. Other conference rooms and breaks rooms can be made available with prior notice and pre-arranged escort. Non-duty time shall be defined as before or after a scheduled work day or during meal time or rest periods. ~~SEIU will be given a list of all new hires twice per month (if applicable) and shall be allowed meeting space for the purposes of providing new employees with information pertaining to the Union.~~
- c. HPSJ will provide SEIU a current list of all employees and separations in the bargaining unit on a monthly basis. To the extent the information is available on file, the list will include the name, date of hire, position, work status, work

Date ___/___/___
Time _____:

location, home address, personal cell phone, and personal email address. This list will be sent to data@seiu1021.org and the SEIU Field Representative.


For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 9 – Stewards

Interest: HPSJ is interested in maintaining compliance with state law while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to remove unnecessary language and clarify the provisions applicable to Stewards.

Language:

2.6 Shop Stewards

~~SEIU shall designate Shop Stewards, and shall provide the name of the designated Shop Stewards to HPSJ annually on January 1, and whenever there is a change of Shop Stewards. The list must show the employee's name and classification. Shop Stewards employed and recognized by HPSJ may assist employees in resolving grievances informally, provided that meetings and discussions with employees shall betake place during the employee's non-duty time as defined in 2.5 (B) above. Shop Stewards will be authorized up to two hours release time per case of a formal grievance. Shop Stewards may also assist with formal grievances and may be present during "right to representation" discussions. The right to representation is established by the Supreme Court's 1975 Weingarten decision. Once it is determined that a right to representation exists, shop stewards may then represent employees using no more than two hours per case for preparing and representing an employee in Weingarten meetings. Preparation meetings shall occur during the employees non- duty time, as defined in 2.5 (B) above.~~

~~Only one Shop Steward may receive release time in connection with the processing of any grievance or Weingarten meeting. Absent advance approval by HPSJ's appointed representative, only one Shop Steward may represent an employee in connection with a grievance or Weingarten meeting. In instances in which a Union business representative is meeting with or representing an employee, Shop Stewards who attend shall not be eligible for released time unless it is noted that they are attending as a training method so that they can handle the issues by themselves in the future.~~

~~Shop Stewards requests for release time for the purposes outlined above shall be made no later than the day before a scheduled meeting. Such a request shall not be unreasonably denied, and shall not disrupt or impede work flow or agency operations.~~

Date ___/___/___
Time _____:

2.7 Number of Stewards

~~The Union shall designate a reasonable number of shop stewards for the SEIU represented unit. The Union shall provide the name of the designated shop stewards to HPSJ at the beginning of each calendar year and whenever there is a change in the list of Stewards. The list shall show the employee name, classification, department and work location.~~

13.3 No Loss of Pay

HPSJ ~~shall will~~ allow an employee and/or ~~their his/her Union-sShop~~ Steward reasonable time without loss of pay or benefits in order to deliver a grievance to ~~his/herthe~~ Department or to attend a grievance hearing during normal working hours. Only one Shop Steward may receive release time in connection with the processing of any grievance. Shop Stewards should request release time one week in advance no later than the day before a scheduled meeting or as soon as practicable. HPSJ will not unreasonably deny release time requests.

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Christina Villar
Bargaining Team Member

Date ___ / ___ / ___
Time _____ : _____

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 10 – Financial Reports

Interest: HPSJ is interested in removing Section 2.9 because fair share fee deductions are unconstitutional under *Janus v. American Federation of State, County, and Mun. Employees, Council 31* (2018) 138 S.Ct. 2448.

Proposal: HPSJ proposes to delete Section 2.9.

Language:

~~2.9 Financial Reports~~

~~Annually, SEIU shall provide HPSJ with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to covered employees. Failure to provide such a report within sixty (60) days after December 31 of each calendar year shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.~~

For HPSJ:

Date: 4/20/22



Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 4/20/22



Cheryl Harris
SEIU

Date: 4/20/22



Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 11 – Release Time

Interest: HPSJ is interested in increasing the amount of SEIU release time available to employees while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to increase SEIU release time to 100 hours and otherwise views this proposal as administrative clean-up.

Language:

2.10 ~~Union-SEIU~~ Release Time

~~SEIU representatives shall be allocated a total of twenty (20) hours for Union business for this bargaining unit for each 365-day period or part thereof under this MOU. The Union shall pay to HPSJ the cost of such representatives' HPSJ salary for this period in cash or method to be agreed upon by the VP of Human Resources and SEIU.~~

Employees receive paid release time to perform union business during their work hours. Employees may use up to one hundred (100) hours of paid release time per calendar year. SEIU will reimburse HPSJ for all costs associated with the use of release time within thirty (30) days. Reimbursement may be paid in cash or by any other method the Chief People Officer or designee agrees to accept.

2.11 SEIU Officer Release Time

~~An SEIU member that is elected as an Officer will provide notification to the Human Resources department at the time of election.~~

~~Specified bargaining unit employees elected to union-wide office within SEIU 1021 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 twelve (12) days per calendar year. The twelve days (12) per year will count towards hours worked.~~

~~Upon the signing of this MOU the Union agrees to provide the Chief Executive Officer or VP of HR with a copy of the SEIU constitution and by-laws which shall include the duties of each union-wide officer.~~

~~The Union shall reimburse HPSJ for all costs associated with the release time of the specified union-wide officers. Reimbursement for all costs associated with the release~~

Date ___/___/___
Time _____:

~~time of the specified union wide officers shall be made to HPSJ within thirty (30) calendar days of such release time absence. The affected employee shall notify their supervisor of the hours to be invoiced to SEIU. HPSJ will submit and invoice to SEIU.~~

Employees elected as SEIU officers must notify the Human Resources department at the time of election.

Employees elected as SEIU officers may request paid release time to attend mandatory meetings for SEIU. Release time counts towards hours worked. Employees may use up to ninety-six (96) hours of release time per calendar year. HPSJ may deny requests for release time based on the operational needs of the employee's department. SEIU will reimburse HPSJ for all costs associated with the use of release time within thirty (30) calendar days. Reimbursement may be paid in cash or by any other method the Chief People Officer or designee agrees to accept.

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Christina Villar
Bargaining Team Member

Date ___/___/___
Time ____:____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 12 – Insurance

Interest: HPSJ is interested in removing language that is declaratory of existing law or HPSJ policy, while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ views this proposal as administrative cleanup.

Language:

SECTION 3 INSURANCE

3.1 Effective Date of Coverage

~~The effective date of coverage for~~ When a new employee ~~members enrolls~~ enrolls in the ~~HPSJ-sponsored~~ health, dental, ~~and or~~ vision insurance ~~plans coverage~~, ~~provided employees shall be coverage takes effect on~~ the first day of the month following ~~the employee's first 30 days of employment~~ as a regular employee or as a part-time employee in which the employee working 20 hours a week or more per week.

3.2 Health Insurance ~~Options~~ Informational Committee

~~HPSJ shall explore the option of providing two (2) different insurance carrier options for health insurance coverage for eligible employees and dependents. All carriers will be asked to bid HPSJ a PPO and an HMO plan. HPSJ will share progress via the HIIC. HPSJ may modify the number and type of plans available, subject to negotiations. Health plans offered to employees may be either self-funded by HPSJ or fully insured. If any plan is self-funded, a plan document shall be adopted by HPSJ. Employees may opt-out of health insurance coverage during each open enrollment period.~~

Health Insurance Informational Committee

~~HPSJ will establish a~~ The Health Insurance Informational Committee is composed of ~~representatives from~~ SEIU and HPSJ representatives. ~~The Committee's purpose will be to ensure transparency, information transfer and education to employees regarding HPSJ employee Benefits programs. The union shall~~ SEIU may appoint an SEIU Field Representative and up to three (3) ~~representatives employees~~ to serve as members of the Health Insurance Informational Committee. ~~Upon request from the Union, HPSJ shall allow said SEIU representatives may request~~ reasonable time off without loss of pay or benefits ~~for the purpose of~~ performing their Committee duties (e.g., attending quarterly meetings and giving educational/informational presentations to staff ~~as approved by HPSJ~~). HPSJ may deny time requests based on the operational needs of the employee's

Date ___/___/___
Time _____:

~~department. The Health Insurance Informational Committee shall meet quarterly unless cancellation is mutually agreed upon by HPSJ and the Union.~~

3.3 Health Insurance Premiums

~~HPSJ will pay~~ ninety percent (90.00%) of ~~thean employee's premium for individual coverage employee's medical premium and the employee shall pay ten percent (10%) of the premium for of~~ the HPSJ-designated HMO. ~~HPSJ will pay~~ sixty-five percent (65.00%) of an employee's premium for family coverage under the HPSJ-designated HMO. ~~of dependent care and the employee shall pay thirty five percent (35%) of the designated HMO plan. The An~~ employee may elect to buy up on any other offered plan at the ~~employee's expense, of the employee. Refer to Section 3.11—Continuation of Insurance Benefits While on Leave.~~

~~The increase in employer contribution for dependent care shall be effective January 1, 2020.~~

3.4—Consolidated Omnibus Budget Reconciliation Act (COBRA)

~~Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), any HPSJ employee who is covered by HPSJ-offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents elect COBRA coverage and pay their applicable premiums by the due date.~~

3.5—Health Plan Information

~~Prior to any changes in the health benefits, HPSJ shall notify the Union and meet and confer regarding proposed changes whereas there will be an effect on SEIU bargaining unit members.~~

3.46 Dental Insurance

- a. ~~HPSJ shall provide offers an option for dental insurance and orthodontia coverage for eligible employees and dependents-dental plans. HPSJ shall pay~~ one-hundred percent (100.00%) of the employee-only premium and ~~seventy—five percent (75.00%) of the premium for family coverage~~dependent cost. ~~The employee shall pay twenty five percent (25%) of premium costs for dependents.~~

~~Orthodontia coverage for dependents will be available through the dental plan for employees electing dependent coverage pursuant to the dental plan document.~~

- b. ~~HPSJ shall explore the option of providing two different dental insurance carriers for eligible employees and eligible dependents.~~

Date ___/___/___
Time _____:

3.57 Vision Insurance

~~HPSJ shall provides~~ vision insurance coverage for eligible employees ~~under HPSJ's vision insurance provider for the life of this MOU~~. HPSJ shall pay one-hundred percent (100.00%) of the employee-only premium and seventy-five percent (75.00%) of the premium for family coverage and any increases thereof for the term of this MOU. ~~Cost sharing premiums for vision insurance shall be the same as dental insurance for employee and dependents.~~

- ~~a. HPSJ shall explore the option of providing two different vision insurance carriers for eligible employees and eligible dependents.~~

3.68 Life Insurance

~~HPSJ will continue to provides~~ Basic Life and Accidental Death & Dismemberment insurance coverage to employees at no cost to employees at the levels and under the terms of the HPSJ 2015 Employee Benefit Guide.

~~3.9 State Disability Insurance~~

~~Employees in this bargaining unit shall purchase at the employee's expense State Disability Insurance. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury that is not job related. Employees receiving benefits from State Disability Insurance and supplementing those benefits with accrued paid time off to receive a full paycheck shall receive HPSJ contribution to their health, dental, vision, life insurance and retirement, if applicable.~~

~~3.740 Flexible Spending Account (FSA) and Dependent Care Assistance Program (DCAP) Benefits (FSA)~~

~~Employees in this bargaining unit shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRAC sections and regulations) which permits the payment of insurance premiums, reimbursement of eligible dependent care costs, and un-reimbursed healthcare expenses with pre-tax dollars.~~

HPSJ provides employees the opportunity to set aside pre-tax dollars to fund a Flexible Spending Account (FSA). Employees may use FSA balances to pay for qualifying healthcare expenses.

HPSJ also provides employees the opportunity to set aside pre-tax dollars to fund a Dependent Care Assistance Program (DCAP) account. Employees may use DCAP balances to pay for qualifying childcare expenses.

Employees may elect to enroll in these programs during open enrollment or any applicable special enrollment period.

Date ___/___/___
Time _____:

3.814 Continuation of Insurance Benefits While on Leave of Absence

When an employee is on an authorized leave of absence without pay, or receives insufficient pay to cover the premium cost, the employee ~~shall be allowed at the employee's own expense to remain under the~~ may maintain health, dental, vision, and life insurance coverage for up to twenty-six (26) bi-weekly pay periods ~~on enrolled coverage to the extent allowed by HPSJ policies and as required by law~~, provided that such the employee shall pay the applicable ~~(employee and employer)~~ premiums upon due date. Employees must make specific arrangements for such coverage ~~shall be made~~ with Human Resources.

~~Employer share of premiums will be paid as allowed by HPSJ policies and required by law during employees leave.~~

3.912 Employee Assistance Program (EAP)

HPSJ provides an Employee Assistance Program (EAP) to all employees and their dependents. Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP). ~~The EAP program is available to all employees and their eligible dependents. HPSJ shall pay for the cost of the Employee Assistance Program (EAP).~~

For HPSJ:

Date: 8/11/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22

Andrea Colavita Pinkham
Andrea Colavita Pinkham
SEIU

Date: 8-11-22

Christina Villu
Christina Villu
Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 13 – Leaves from Employment

Interest: HPSJ is interested in removing language that is declaratory of existing law or HPSJ policy, while updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposes to streamline the PTO provisions, remove the statutory leave provisions, and administrative clean-up.

Language:

SECTION 4 LEAVES FROM EMPLOYMENT

~~Leaves from employment are considered when Absences related to illness:~~

- ~~• Employees may use accrued Paid Time Off (PTO) or floating holiday for absences related to illness.~~
- ~~• Employees must inform their supervisors of the type of leave they wish to use before the end of the pay period in which the absence occurred.~~

~~Absences not related to illness~~

- ~~• Employees may use accrued PTO or floating holiday for this purpose. All time off is subject to approval per the HPSJ Time Off Procedures.~~

4.1 Paid Time Off

~~Employee will be entitled to accruals based HPSJ TIME OFF AND LEAVE SCHEDULE, effective at the date of ratification and included in Appendix B of this contract. Beginning on the first pay period, employees earn paid time off (PTO) as services are performed and may use earned, accrued PTO for vacation after completing six (6) months of service. Full-time regular employees accrue PTO bi-weekly as follows:~~

<u>Years of Service</u>	<u>Approximate Bi-weekly Accrual</u>
<u>One (1) year or less</u>	<u>4.615</u>
<u>More than one (1) year up to (5) years</u>	<u>6.153</u>
<u>More than five (5) years up to ten (10) years</u>	<u>7.077</u>
<u>More than ten (10) years up to fifteen (15) years</u>	<u>7.692</u>
<u>More than fifteen (15) years up to (20) years</u>	<u>8.615</u>
<u>More than twenty (20) years</u>	<u>9.230</u>

Date ___/___/___
Time _____:

Employees who work less than forty (40) hours per week accrue vacation on a pro-rated basis. Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate.

For the purpose of this Section, "immediate family member" means a person related by blood, marriage, or adoption who is a spouse (including a registered domestic partner), sibling, child (including a foster child, legal ward, or a child to whom the employee stands in loco parentis), parent, grandparent, or grandchild of the employee. the spouse, domestic partner, child, step-child parent, stepparent, sibling, grandparent or grandchild of the employee; or the child, step-child, parent, stepparent, sibling, grandparent or grandchild of the employee's spouse or domestic partner, or defined groups standing in loco parentis.

~~Subject to the conditions specified in this MOU paid time off leave~~ PTO may be authorized for any of the following reasons:

a. Vacation;

~~a.b.~~ Illness or, injury of the employee;

~~b.c.~~ Medical, dental, or optical care of the employee;

~~d.~~ Illness or injury of a member of the employee's immediate family the employee's immediate family member which requires the employee to tend, care for, or otherwise provide for the care of such person; ~~as required under the Kin Care Laws.~~

e. Educational courses, activities, or trainings;

~~e.f.~~ Witness duty, or voting in a statewide election;

~~d.g.~~ An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.

~~e.h.~~ An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.

~~Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate.~~

~~Each department supervisor shall make every possible effort to ensure that paid time off requested by an employee is utilized at times which are mutually agreeable to the~~

Date ___/___/___
Time _____:

~~employee and the department; however,~~ Employees who take PTO must give their department supervisor reasonable advance notice of the leave, unless the need for leave is unforeseeable. ~~‡The department supervisor has final authority to grant or deny such PTO requests.~~

4.2 Holidays

The following days are established as regular holidays for employees of HPSJ:

- January 1 - New Year's Day
- The third Monday in January - Martin Luther King, Jr.'s Birthday
- The third Monday in February - Washington's Birthday
- The last Monday in May - Memorial Day
- July 4 - Independence Day
- The first Monday in September - Labor Day
- Any November day designated as Thanksgiving Day
- The Friday following the day designated as Thanksgiving Day
- December 25 - Christmas Day
- All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and adopted by the Commission.

4.3 Regular Holiday - Weekend Observance

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the regular holiday.

When a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Employees who are scheduled to work and who work on a regular holiday that falls on a Saturday ~~shall will be compensated in accordance with Section 4.4 of this MOU~~ receive holiday pay. When an employee is scheduled to work and works on a regular holiday that falls on a Saturday, the preceding Friday is not observed as a floating holiday.

Date ___/___/___
Time _____:

4.4 Regular Holiday Compensation

~~Regular full-time, regular part-time and Introductory~~ Employees are eligible for paid ~~Regular H~~olidays, provided the following criteria are met:

a. Employees in non-exempt positions

- The employee is in paid status;— the employee is working or receiving either sick or PTO on their scheduled work day before and after the holiday (unless specifically excluded under HPSJ's Leave of Absence policy); and
- The employee is normally scheduled to work the day on which the holiday falls.

b. Employees in exempt positions

- The employee is normally scheduled to work the day on which the holiday falls.

Employees in non-exempt positions will receive holiday pay based on their straight-time pay rate and the number of hours they would have worked on the holiday. Employees in non-exempt positions who work on a regular holiday will receive holiday pay based on one and one-half times their straight-time pay rate and the number of hours they worked on the holiday.

Employees in exempt positions will receive their regular pay for the week in which a regular holiday falls, whether or not they work the holiday.

4.5 Floating Holidays

EFFECTIVE JANUARY 1, 2023, ghr
~~Regular full-time and regular part-time~~ Employees receive four (4) paid floating holidays per calendar year for Veterans Day, Juneteenth, Columbus Day, ~~the E~~mployee's ~~B~~irthday, and Lincoln's Birthday. Employees will receive ~~the floating holiday will be added to the employee paid time off accruals at the time start of the pay period in which~~ the holiday occurs, except for the employee's birthday, which will be added the second full pay period in January or the second full pay period for new hires. This holiday may be used for vacation, illness or other reasons. However, it may only be used after completion of the first ninety (90) days of the initial Introductory Period.

The floating holiday is not carried over from year the year – if it is not used by the end of the calendar year it is forfeited, unless still in initial introductory period.

Employees in non-exempt positions will receive holiday pay based on their straight-time pay rate and the number of hours they would have worked on the holiday but no more than eight (8) hours per day for full-time employees and four (4) hours a day for part-time

Date ___/___/___
Time _____:

employees. Employees working a flex schedule will be required to use PTO for any hours over the maximum hours.

4.6 STATUTORY LEAVES

~~HPSJ is required to follow all applicable State and Federal leave laws for its employees. Listed below are leaves that are subject to rules and regulations not set by HPSJ as of the effective date of this MOU. Statutorily mandated leave categories and the requirements established for those leave categories may change from time to time, and HPSJ will make adequate changes to policies and practice to reflect any such updated legal requirements during the term of this MOU. More information is included in HPSJ Policies and Procedures on the following leaves.~~

HPSJ follows all applicable State and Federal leave laws, these laws change from time to time and will be updated accordingly. Attached as Appendix "A" is a list of applicable leave laws and a link to the relevant FAQs. HPSJ is required to provide the following statutory leaves:

- Family Medical Leave Act (FMLA)
- California Family Rights Act (CFRA)
- Pregnancy Disability Leave (PDL)
- Uniformed Services Employment and Reemployment Rights Act (USERRA)
- Family and Medical Leave Act (FMLA)
- Workers' Compensation law
- Kin Care
- Organ and Bone Marrow Donation Leave
- School Partnership Act

4.7 OTHER LEAVES

a. Bereavement

HPSJ provides bereavement leave to employees in the event of the death of a spouse, domestic partner, child, step-child, sibling, parent, stepparent, grandchild, grandparent or the child, step-child, sibling, parent, stepparent, grandchild or grandparent of the employee's spouse or domestic partner. This leave may be utilized to attend a funeral or memorial service and to make necessary arrangements associated with the death. Bereavement leave will be paid at the employee's straight-time pay rate for up twenty-four (24) hours per calendar year.

b. Jury Duty Leave

An employee who takes a leave of absence to serve as a juror will continue receiving pay during the leave at the straight-time hourly pay rate.

a. ~~Family and Medical Leave Act & California Family Rights Act Leave~~

Date ___/___/___
Time _____:

~~The Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) entitle eligible employees up to 12 workweeks of unpaid leave within any 12-month period. HPSJ will comply with FMLA and CFRA maintaining all right and provision that are permitted by FMLA and CFRA.~~

~~Pregnancy Disability Leave (PDL)~~

~~Pregnancy Disability Leave allows employees who are disabled due to pregnancy, childbirth or related medical conditions to take a pregnancy-related disability leave for the period of actual disability, up to a maximum of 4 months, for each pregnancy. The duration of the leave is determined by the employee's physician, which a certification may be required by the employer to verify. PDL under the rights provided in the MOU shall cover the delivery of a miscarriage or late fetal loss.~~

~~Military Leave (Active & Reserve Service)~~

~~The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who, under certain circumstances, voluntarily or involuntarily leave employment positions to undertake uniformed military service. In general, eligible employees may perform service in the uniformed services for a cumulative period of up to five years and retain reemployment rights with HPSJ.~~

~~Military Family Leave (Qualifying Exigency Leave)~~

~~Under the Family and Medical Leave Act (FMLA), an eligible employee whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status is entitled to 12 weeks of leave to address certain qualifying exigencies ("Qualifying Exigency Leave").~~

~~Workers' Compensation Leave~~

~~Workers' Compensation law provides time off and wage replacement to employees who are injured or become ill for reasons arising out of, or in the course of, employment. Workers' Compensation disability leave will be granted for the period of actual medical disability.~~

~~Kin Care~~

~~Eligible employees may use up to ½ their yearly accrued and available PTO or FH (or an equivalent amount of sick leave, if the employee has a sick leave balance) for the diagnosis, care or treatment of an existing health condition, or preventative care for an employee's eligible family member, as defined below, applicable by law, or for an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes allowed by California's paid sick leave law. Leave taken under this section does not extend the maximum period of leave to which an employee is entitled under FMLA or CFRA.~~

Date ___/___/___
Time _____:

~~Organ and Bone Marrow Donation Leave~~

~~An employee may take a leave of absence with pay for the purpose of being an organ or bone marrow donor. Leave for organ donation shall not exceed 30 work days in any 12 consecutive month period. Leave for bone marrow donation shall not exceed five work days in any 12 consecutive month period. Leave under this section need not be taken consecutively but shall not exceed the amount of leave prescribed above. Bone marrow and organ donation leave does not run concurrently with FMLA/CFRA leave.~~

~~Jury Duty Leave~~

~~HPSJ encourages its employees to fulfill their civic responsibilities by serving jury duty when required. Any regular full time or part time or introductory period employee absent from work for service as a juror, will be granted time off for the length of the jury service.~~

~~The employee will receive his/her regular base pay for jury service up to the maximum of 10 days. After the maximum is reached, the employee must use PTO for the remainder of the jury service.~~

~~School Activity (School Partnership Act)~~

~~HPSJ encourages employees to be involved in activities at their children's schools. Employees are eligible for the maximum 40 hour per calendar year.~~

~~School Appearance Leave (School Partnership Act)~~

~~HPSJ will grant time off to employees to attend to matters that involve their children from in day care, kindergarten, or grades one through 12, as applicable by law.~~

~~Time Off for Crime Victims~~

~~An employee who is a victim of a qualifying offense may take time off from work to appear in court at any proceeding, including delinquency proceedings, involving a post-arrest release decision, plea, or sentencing, a post-conviction release decision, or any other proceeding in which a right of the victim is at issue.~~

~~Victims of Domestic Violence, Sexual Assault or Stalking~~

~~To be eligible to take time off for this purpose the employee must qualify as a victim of domestic violence, sexual assault or stalking as defined by the California Labor Code, and provide certification of the need for the time off within a reasonable time period. Certification may include, but is not limited to, a police report, a report from a medical professional, a court order or other evidence of a judicial proceeding.~~

~~Accommodations for victims will be addressed according to Personnel Policy, Accommodations.~~

Date ___/___/___
Time ____:____

~~Time Off To Vote~~

~~All employees are eligible for paid time off to vote in statewide elections where the employee is unable vote outside of scheduled work hours. Time off taken for this purpose must be taken at the beginning or the end of the employee's scheduled work day. Employees are eligible for up to two (2) hours or what is legally required. Employee shall request time off at least two days in advance in accordance with the PTO approval process.~~

~~Volunteer Civil Air Patrol~~

~~HPSJ will grant time off to employees who must take time off to perform emergency duty as a civil air patrol volunteer. Employees are eligible for 10 unpaid days per calendar year (single leave not to exceed 3 days)~~

~~Volunteer Civil Service~~

~~HPSJ will grant time off to employees who must take time off to perform emergency duty as a volunteer*firefighter, a reserve peace officer or emergency rescue personnel. Employees are eligible for 14 days per calendar year.~~

~~Witness Duty~~

~~HPSJ will grant time off to employees who subpoenaed to appear as a witness as needed. Employees are paid for work related; unpaid for other.~~

~~OTHER LEAVE BENEFITS:~~

~~Bereavement~~

~~Bereavement leave is provided to employees in the event of the death of an immediate family member (spouse, domestic partner, child, step child, sibling, parent, stepparent, grandchild, grandparent or the child, step child, sibling, parent, stepparent, grandchild or grandparent of the employee's spouse or domestic partner). This leave may be utilized to attend a funeral or memorial service and to make necessary arrangements associated with the death. Time may be granted in consecutive and non consecutive days. Such leave will be paid up to three (3) days.~~

~~Continuing Education~~

~~Regular full and part time employees may use PTO for continuing education and to attend training and education activities. Time off taken for this purpose must be approved.~~

~~Witness Duty~~

~~HPSJ may grant time off to employees who are subpoenaed to appear as a witness.~~


Date ___/___/___
Time _____:

~~An employee called or subpoenaed for work-related witness duty will be granted paid time off for the length of the witness duty. An employee called for work-related witness duty will receive his/her regular base pay during the leave and overtime, if applicable.~~

~~An employee called for witness duty that is not work-related will be granted leave subject to business needs. Time off for witness duty that is not work-related is unpaid. However, employees may use PTO or floating holiday during the leave.~~

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Christena Villa
Bargaining Team Member

Date ___/___/___
Time _____:_____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 14 – Merit Increases and Other Compensation

Interest: HPSJ is interested compensating employees who are required to be on call as well as removing conflicting and vague language within the memorandum as well as updating the language for accuracy and clarity.

Proposal: HPSJ proposes substantial cleanup language, adding standby pay, removing the variable merit increase for unsatisfactory performance.

Language:

SECTION 5 MERIT INCREASES AND OTHER COMPENSATION

~~In recognition of continuous service and overall performance HPSJ's base salary is a performance based pay plan. The appropriate range of compensation for each HPSJ job is determined through an assessment of external and internal equity and value. Within those ranges, employee salaries are determined by performance relative to job requirements, as assessed during the performance evaluation process.~~

5.1 Salary Increases

Effective the first pay period following adoption by the Health Commission, all employees shall receive a salary increase of five percent (5%). The Salary Ranges will be increased by five percent (5.0%).

5.1 Salary Structure ~~Design and Maintenance~~

- a. The salary structure is a series of salary grades into which each job is assigned. Each grade has a minimum, midpoint and maximum.
- ~~b. HPSJ will complete a compensation survey one hundred twenty (120) days prior to the expiration of the contract.~~

~~All salary grades modified by the 2019 salary survey shall be moved pursuant to Attachment 1. Employees whose salaries are below the minimum of their modified salary grade shall receive an increase to that minimum pursuant to Attachment 2, effective the beginning of the first full pay period after ratification of this MOU and approval by the HPSJ Health Commission.~~

- e.b. An employee's placement within the salary grade is based on performance and experience relative to job requirements.

5.2 DEFINITIONS

Salary Grade

A salary grade is a range of base salary amount for jobs that are in that grade. Multiple jobs can be in a single salary grade because those jobs are substantially similar, as determined by external and internal value. The jobs in a salary grade are treated alike for salary administration purposes, even though the individuals in those jobs may earn different salaries.

Range Minimum

The salary range minimum represents the lowest salary for a job in the grade. Typically, employees who meet the qualifications with beginning skill-level for a job are paid ~~close to~~ the range minimum.

Range Midpoint

The salary range midpoint falls halfway between the salary range minimum and maximum. The salary range midpoint approximates the median salary paid in the labor market for the jobs assigned to the grade.

Range Maximum

The salary range maximum represents the highest salary for a job in the grade. Typically, employees with significant experience and sustained above average performance are paid between the midpoint and maximum of the range.

5.3 MERIT INCREASE

a. Annual Merit Increase

Merit increases are considered in conjunction with an employee's one (1) year employment anniversary, and during the annual performance review process in the fall of each year.

HPSJ may provide merit increases when the organization has the financial ability to pay. The amount of the increases may be available based on performance and benchmark salary range data analysis.

Merit increases will be provided when HPSJ is meeting the minimum state requirement for no reporting to the state of the Tangible Net Equity ("TNE") plus 70% and the annual projections of the net income are met. If HPSJ does not have a negative income for the past fiscal year, employees would be eligible for an increase based on meeting individual performance standards:

Date ___/___/___
Time _____:

0-1%	Unsatisfactory
3%	Satisfactory
5%	Exceeds Expectations

An employee that receives an overall rating of Unsatisfactory, ~~where there is no evidence or documentation that the employee had been counseled or notified of the unsatisfactory performance during the evaluation period, that employee~~ may file, within ten (10) calendar days of receiving the performance rating, an appeal with the VP of Human Resources/Chief of People or designee. ~~The VP of Human Resources will review and has the authority to change the performance rating as appropriate.~~

b. Market/Equity Adjustment

~~On occasion, HPSJ may adjust an employee's salary if it determines that an the employee's salary is not consistent with internal or external equity. In these cases, a salary adjustment may be considered. However, these adjustments are infrequent and, if done, are separate from the merit increase process.~~

~~e. Reduction Based on Demotion~~

~~Salary reductions are generally imposed upon demotion and are based on the employee's current pay level and the appropriate pay level in the new salary range.~~

~~d.c. Red Circle Salary~~

An employee's salary may be above the maximum of the salary range if the employee's job is assigned to a lower salary grade, or for other reasons. An employee whose salary is above the maximum of the salary range for his/her/their job is designated as "Red Circled." An employee whose salary is red circled is not eligible for a salary increase until his/her/their salary falls below the maximum of the salary range. An employee within a Red Circled Salary shall not receive a deduction in their salary range.

~~e.d. Green Circled Salary~~

An employee's salary may fall below the minimum of the salary range if the employee's job is assigned to a higher salary grade, if the salary structure is adjusted upward, or for other reasons. An employee whose salary is below the minimum of the salary range for his/her/their job is designated as "Green Circled." An employee whose salary is green circled, and whose performance is at or above expectations, may be reviewed for a salary increase.

~~f. MOU Ratification One Time Payment~~

~~A one time lump sum payment of \$1,200.00 shall be paid to all employees in the bargaining unit effective the first full pay period after ratification of the MOU and approval by the Commission. To be eligible, employees must be employed as of the date the MOU~~

Date ___/___/___
Time _____:

~~is adopted.~~

5.4 OTHER COMPENSATION

a. Bilingual Pay

Employees ~~who are routinely and consistently required to speak an approved language (other than English) may will~~ receive bilingual pay in the amount of up to four percent (4%) of their base rate of pay. ~~bilingual pay if they are in jobs that require bilingual skills (as determined by the department director), are required to use these skills at least twenty percent (20%) of the time.~~

b. Call-Back Pay

A call-back occurs when HPSJ calls an employee back to work after an unpaid break during the same work day. ~~The call-back may be after a regular workday ends~~ or on the employee's schedule day off.

The amount of call-back pay is dependent upon how many hours the employee is scheduled to work during the call-back shift, and includes:

- All time spent ~~in travel to and from~~ travelling to the workplace; and
- All time from the moment the employee reports to work to the moment they are free to leave, whether the time is spent working or waiting for work.

If an employee requests time off during a workday for personal reasons, the interruption does not count as a call-back.

Call-back pay is calculated at the employee's regular straight-time rate of pay. An employee who receives a call-back may also be eligible for overtime pay, a reporting time premium or a split shift premium, ~~as explained below.~~

e. ~~Downtime Pay~~

~~If, during the course of the day, an unexpected period of downtime occurs, employees will be paid in the following manner:~~

~~For all hours worked before the downtime occurred; and~~

~~For two hours, or the number of hours between the downtime and the time employees are dismissed for the day, whichever is greater.~~

~~For example, an employee worked four (4) hours before the downtime occurred, and is held at the worksite for three hours before he/she is dismissed would receive four hours of pay for hours worked, plus three (3) hours of downtime pay.~~

Date ___/___/___
Time _____:

~~The Chief Executive Officer or designee will determine whether or not employees will remain at work or be dismissed for the remainder of the day. employees will be paid in the following manner:~~

~~For all hours worked before the downtime occurred; and~~

~~For two hours, or the number of hours between the downtime and the time employees are dismissed for the day, whichever is greater.~~

~~For example, an employee worked four (4) hours before the downtime occurred, and is held at the worksite for three hours before he/she is dismissed would receive four hours of pay for hours worked, plus three (3) hours of downtime pay.~~

~~Employees who are dismissed may use PTO to cover the difference between hours worked plus downtime pay, and the number of hours the employee would have worked that day. For example, an employee who normally works eight (8) hours on a particular day worked four hours and received two hours of downtime pay. The employee would have the option to use two (2) hours of PTO.~~

~~Downtime pay is calculated at the employee's regular rate of pay. An employee who receives downtime pay may also be eligible for overtime pay, a reporting time premium or a split shift premium, as explained below.~~

d.c. Reporting Time Premium

An employee who reports to work ~~at HPSJ's request~~ and is not provided with work for the full scheduled workday will be paid for all hours worked. In addition, employees will ~~receive be paid an additional amount~~ (a "reporting time premium") according to the guidelines below. The amount of reporting time ~~pay premium paid to an employee~~ depends on the number of hours the employee is scheduled to work and whether the employee is reporting to work on a scheduled workday or on a day off.

An employee reporting to work for the first time on a scheduled workday will be paid for:

- At least two (2) hours, if scheduled to work between four hours or less; or
- Half the hours scheduled (up to a maximum of four (4) hours), if scheduled to work more than four (4) hours.

An employee reporting to work on a day off, or for the second time on a scheduled workday, will be paid for all hours worked, but not less than two (2) hours.

No reporting time premium will be paid when the employee causes a shortened workday, the lack of work is caused by an event beyond HPSJ's control, or the employee is on controlled standby (as explained below).

Date ___/___/___
Time _____:

- Reporting time premiums are calculated at the employee's **normal base straight-time** rate.
- Reporting time premiums are not used in the calculation of overtime.

Employees who are sent home due to lack of work may use accrued **time-PTO** to cover the **difference between hours worked plus downtime pay, and the number of hours the employee would have worked that daytime not paid by reporting time pay.**

e.d. Standby Pay

~~An employee who is placed on standby will receive twenty percent (20%) of their straight time hourly rate while on standby. If required in advance, the employee will be required to remain local and/or be able to respond to HPSJ within thirty (30) minutes of receiving the phone call. An employee is considered on controlled standby if HPSJ puts conditions on the employee while he/she is on standby that substantially interfere with the employee's ability to use the time for personal pursuits—for example the employee must be able to return to work within a specified time.~~

~~Controlled standby is considered work time, and employees will be paid their regular rate of pay for this time. Controlled standby is used in the calculation of overtime.~~

f.e. Work Above Class

The manager, or designee, may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed fifteen (15) works days in a thirty (30) day calendar period. If an employee is assigned to a classification within a higher salary range for more than fifteen (15) days, the employee **shall will** be compensated on the 16th day **through the remainder of the temporary assignment** at the amount equal to what the employee would receive if promoted to a higher class, or **a five percent (5%) increase to the employee's base salary** if **the higher** class does not exist. Such assignment must receive approval of the manager or designee. Assignments to cover routine time off or vacations may not be considered as working out of class when doing 'di minimums' duties such as checking email and responding to general day to day questions. The employee must be completing the full functions of the job or performing duties above their salary range at least fifty one percent (51%) of the time.

g.f. License/Certificate Fees

HPSJ will reimburse renewal fees for licensure for employees who work in positions where licensure is stated in the job description as either required or preferred, provided the employee supplies documentation for reimbursement according to HPSJ procedure.

HPSJ will not reimburse late fees or penalties, fees or penalties associated with disciplinary actions, multiple attempts to renew licensure, or any other fees not associated

Date ___/___/___
Time _____:

with license renewal.

~~It is the responsibility of the licensed employee to keep his/her license current. Payment of licensure fees is subject to the availability of funds, and reimbursement amounts may be temporarily reduced or eliminated at the sole discretion of the Chief Executive Officer.~~

h.g. Mileage and Travel Expenses

~~Time spent traveling in excess of the normal commute time to and from the regular work site. Travel time does not include meal breaks.~~

Employees who attend an approved work function (for example, a conference) away from the regular work site will be paid travel time to and from the work function.

Employees will be paid from the time they leave their house until they reach their destination, ~~or until they no longer perform work~~. HPSJ's obligation to pay travel time ends once the employee is free to do what he/she chooses.

Employees must take meal and rest breaks, even when travelling, and are expected to keep an accurate account of their time while travelling according to Personnel Policy, Timekeeping.

~~Travel time will be paid for the shortest route (by time) using customary and usual transportation.~~

~~Eligible employees receive their regular rate of pay for travel time~~ Travel time is paid at the employee's straight-time rate of pay. -Travel -time -is considered time worked and is included in the calculation for of overtime.

Employees will also be paid mileage when using their personal vehicle for work-related travel according to HPSJ's Expense Reimbursement policy.

~~When it is possible~~ HPSJ ~~will provide~~ may advanced travel pay when requested by ~~the~~ an employees.

~~The mileage allowance shall be paid in accordance with the Internal Revenue Service.~~

5.5 Paycheck Exceptions

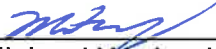
~~A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he/she is entitled for that pay period (by no fault of the employee): Step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of \$100 in terms of gross pay. If presented by noon on payday, shall be paid within two (2) working days of presentation of the claim to the GEO or designee. Overtime exceptions shall be paid no later than the follow paycheck.~~

Date ___/___/___
Time _____:

~~All payroll errors resulting in gross pay overpayment, net pay overpayment or granting of other compensation or benefits in error must be repaid to HPSJ in the same manner that the overpayment occurred. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked or misclassification of hours worked.~~


For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8.11.22


Christina Viller
Bargaining Team Member

Date ___/___/___
Time _____:_____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 15 – Days and Hours of Work

Interest: HPSJ is interested in eliminating salary non-exempt classifications as well as updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposed to eliminate salary non-exempt classifications and otherwise views this proposal as administrative “clean-up.”

Language:

SECTION 6 DAYS AND HOURS OF WORK - OVERTIME

6.1 Work Week

~~Unless otherwise provided for in this MOU or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensated per bi weekly pay period and is predicated upon a forty (40) hour work week. A bi weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to HPSJ except as otherwise provided.~~

The workweek is forty (40) hours per week from Monday at 12:00 am to Sunday at 11:59 pm. The normal ~~workweek is forty (40) hours per week, schedule is~~ eight (8) hours per day, for five (5) consecutive days per week.

6.2 Work Site Closure

If the CEO or designee closes a work site because it is unsafe or because work operations cannot be carried out, employees who ~~are scheduled to work and who are not reassigned to alternate work duties~~ are ~~subsequently~~ sent home shall receive regular pay for the remainder of the scheduled work day.

~~HPSJ will make all reasonable efforts to reassign employees affected by such situations and may continue regular pay for the affected employees for the duration of the closure.~~

~~All attempts shall be made by the CEO or designee to locate other work as quickly as possible.~~

6.3 Overtime

Employees on the 5/8 work schedule who work in excess of eight (8) hours in a day or forty (40) hours in a week will receive overtime at time and one half their regular rate of

Date ___/___/___
Time _____:

~~pay. These employees will receive double time for all hours worked in excess of twelve (12) hours in a day. Employees on the 4/10 work schedule who work in excess of ten (10) hours in a day or forty (40) hours in a week will receive overtime at time and one half their regular rate of pay. These employees will receive double time for all hours worked in excess of twelve (12) hours in a day. Overtime must be approved in advance by the employee's direct supervisor. Mandatory overtime is condition of employment and when required, the CEO or designee will give reasonable advance notice. For the purposes of determining an employee's eligibility for overtime compensation, all regular work hours shall be considered "hours worked." PTO and other non-worked leave hours shall not be included when determining eligibility for overtime compensation. If, in the judgment of a CEO or designee, work beyond an employee's normal work day or work week is required, the CEO or designee may order such overtime work. The CEO or designee will give reasonable advance notice of such schedule changes, except in unusual or unforeseen circumstances. Except as provided elsewhere in this Section, employees shall be eligible for overtime compensation as follows:~~

- ~~• For employees working a normal work schedule of eight (8) hours a day, five days a week:~~
- ~~• Time and one half for all hours worked in excess of eight (8) in one day or 40 in one week, or for the first eight hours worked on the seventh consecutive day in any workweek; and~~
- ~~• Double time for all hours worked in excess of twelve (12) hours in one day, or in excess of eight (8) hours on the seventh consecutive workday in any workweek.~~
- ~~• For employees working a compressed work week:~~
- ~~• Time and one half for all hours worked in excess of the agreed upon compressed workweek schedule, or the first eight hours on days worked in excess of the scheduled workdays for the workweek, or more than forty 40 hours in a workweek; and~~
- ~~• Double time for all hours worked in excess of 12 in one day, or in excess of eight hours on days worked in excess of the scheduled workdays for the workweek.~~

6.4 Salaried Non Exempt

Salaried non-exempt employees will follow all overtime rules within this, section. Salaried non- exempt employees will be required to track any hours worked over forty (40) hours in a workweek or eight (8) hours in a day unless on an alternative work schedule, shall be counted as overtime pay.

6.5 Rest Periods

~~To promote maximum productivity and morale, it is the policy of HPSJ that each~~ eEmployees shall be entitled to one (1) rest period not exceeding fifteen (15) minutes

Date ___/___/___
Time _____:

each, for each four (4) hours worked. ~~Such r~~Rest periods are to be taken ~~as nearly as possible in the middle of each four (4) hour segment of each~~ by the fifth (5th) hour of the employee's work day. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

6.6 Meals

Employees who work more than five (5) hours in a day will receive at least a thirty (30) minute unpaid meal break. If the workday is six (6) hours or less, the employee may request in writing from their supervisor that the meal ~~period~~ break be waived. Meal breaks must be taken as scheduled, ~~preferably in the middle of the work day~~ prior to the sixth hour of work.

Employees may work through their meal breaks ~~in certain circumstances, and only upon~~ with approval of their supervisor. ~~This is permitted only when the nature of the work prevents an employee from being relieved of all duty, and when both the employer and the employee agree. These meal breaks must be paid. Employees are not permitted to combine rest and meal breaks.~~

Employees who feel they cannot take their rest and meal breaks must notify their supervisor.

6.7 Alternative Work Schedules

- 4/10's – Four (4) ten (10) hour work days per week
- 9/80 – Four (4) nine (9) hour work days and one (1) four (4) hour work day per week.

a. ~~Flextime~~

~~A schedule in which the employee works eight hours a day, five days a week, however, the employee may report to work before or after 8:00 a.m. for example, 7:00 a.m. to 4:00 p.m.~~

b. ~~Compressed Workweeks~~

- ~~Compressed work schedules, which do not violate the Fair Labor Standards Act, overtime provisions of this MOU, or HPSJ Compressed Work Schedules Policies, include:~~
- ~~8-10's: Eight days per pay period, ten hours per workday; or~~
- ~~3-10's and 2-5's: Three ten-hour workdays and two five-hour days per workweek; or~~
- ~~4, 9's and 1, 4: Four nine-hour workdays and one four-hour~~

Date ___/___/___
Time _____:

~~workday per workweek~~

- ~~• 9, 80's: 4, 9's and 1, 8 for one week and the following week 4, 9's.~~
- ~~• 4 10's: Four ten hour workdays per week~~

~~6.8 — Mandatory Overtime~~

~~Overtime is a condition of employment. This means that employees are expected to work overtime when business needs require it. Management staff shall give employees reasonable notice of the need to work mandatory overtime.~~

~~6.9 — Overtime Exception~~

~~Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in Section 6.3 above or as described in the applicable alternate work week agreement.~~

~~6.106.78~~ Reassignment

~~HPSJ and SEIU agree that when involuntarily reassigning reassignment of an employee, it shall will be done in the inverse seniority of the qualified employees.~~

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8.11.22


Bargaining Team Member

Date ___/___/___
Time ____:____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 16 – Employee Status

Interest: HPSJ is interested in eliminating salary non-exempt classifications as well as updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ proposed to eliminate salary non-exempt classifications and otherwise views this proposal as administrative “clean-up.”

Language:

SECTION 7 EMPLOYEE STATUS

7.1 Regular Full-Time

~~Staff-Employees~~ who have successfully completed the probationary period and are scheduled to work 30 to 40 hours per week.

7.2 Regular Part-Time, With Benefits

~~Staff-Employees~~ who have successfully completed the probationary period and are scheduled to work 20 to 30 hours per week.

7.3 Regular Part-Time, With Limited Benefits

~~Staff-Employees~~ who have successfully completed the probationary period and are scheduled to work less than 20 hours per week.

7.4 Regular Full Time, Salaried Non – Exempt

Employee who receives a salary for a regular forty (40) hour work week and is also paid over time for any hours worked over forty (40) hours in a work week, or 8 hours in a day, unless employee has been approved for an alternative work schedule.

7.5 Temporary

~~Temporary employees are hired to assist HPSJ in accomplishing work when existing staff cannot meet the demand.~~ Temporary employees may work a full-time or part-time schedule which should not to exceed ninety (90) consecutive days, ~~unless it is due to a special assignment, in which is agreed upon in advance by HPSJ and the Union. If employees are hired~~ After the 90th day, if the employees is hired have successfully completed the selection and interview process they will be converted to full- or part-time

Date ___/___/___
Time _____:

employees. ~~If they are hired after the 90th day they will be, and excluded from completing~~ credited with ninety (90) days towards the completion of their probationary period.

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8.11.22


Bargaining Team Member

Date ___/___/___
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 17 – Retirement

Interest: HPSJ is interested in providing employees more information regarding their retirement while updating the retirement language for accuracy and clarity, additionally, HPSJ is interested in increasing their contribution towards the employee's 401(a) plan.

Proposal: HPSJ proposes updating the retirement language and increasing their contribution towards the 401(a) plan.

Language:

SECTION 8 RETIREMENT

8.1 CalPERS

~~Employees of HPSJ have their retirement through CalPERS. Employer contribution amounts are set by CalPERS and are adjusted on an annual basis (refer to agency Contribution Schedule). The benefit amount varies by age and years of service.~~

~~Employees who are not classified as a new member will receive the 2% at 60 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7%) member contribution, on a pre-tax basis.~~

~~Employees who are classified as a new member will receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one half of the total normal cost as determined annually by CalPERS on a pre-tax basis.~~

~~All retirement formulas have the following optional CalPERS retirement benefits:~~

- ~~• Sick Leave Service Credit~~
- ~~• Pre-Retirement Death Benefit Optional Settlement 2~~
- ~~• 1959 Survivor Benefit level 4~~
- ~~• \$500 Lump Sum Post-Retirement Death Benefit~~
- ~~• 2% Retirement COLA~~

Date ___/___/___
Time _____:

8.2 401 (a) Plan

Employees will receive a three and three quarters percent (3.75%) contribution to their 401(a) plan. Employer contributions to the 401 (a) will be 3.75% per pay period. This will report annually for the life of this MOU.

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8.11.22


Christina Villar
Bargaining Team Member

Date 8/11/22
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 18 – Worker’s Compensation

Interest: HPSJ is interested in removing unnecessary language.

Proposal: HPSJ views this proposal as administrative “clean-up.”

Language:

~~SECTION 9 WORKER'S COMPENSATION~~

~~HPSJ provides workers' compensation insurance for all employees and pays the full cost of this coverage. For an employee to receive benefits, the injury or illness must arise out of, or in the course of, his or her employment with HPSJ. This is no fault coverage, which means, in general, that an injured worker is entitled to benefits without regard to negligence or fault. However, benefits can be denied or reduced under certain circumstances. In addition, while it is HPSJ's intent that employees who have legitimate claims will receive benefits due under workers' compensation, it also strongly supports all laws designed to protect it against fraudulent claims or fraudulent extension of claims.~~

~~Workers' compensation benefits include time away from work for recovery purposes, partial payment of lost wages, and payment for required medical treatment and/or vocational rehabilitation. The benefit amount is set by HPSJ's workers' compensation carrier, in accordance with California law. If an employee is unable to return to work or a light duty assignment due to a work related illness/injury, the employee may begin collecting temporary disability payments after the waiting period of three (3) days. With the commencement of temporary disability payments, the employee may use accrued paid time off in an amount such that the combination of accrued paid time off and temporary disability payments equals the employee's regular salary. When and if the employee's accrued paid time off is exhausted, the employee shall be on unpaid leave and will not accruing paid time off until it is determined that recovery from disability is sufficient to release the employee to return to work or it is determined that the employee's disability is permanent and the employee will be unable to return to work.~~

~~Medical care for work related illnesses and injuries will be provided by approved industrial medical facilities or the employee's personal physician. If the employee has completed a Designation of Personal Physician form. HPSJ participates in a medical provider network (MPN), which means that treatment for work related illnesses and injuries must be provided by a physician or facility that is within the network.~~


Date ___/___/___
Time _____:

9.1 — Physical Examinations

~~Employees required to take a physical examination to maintain licenses or employment with HPSJ shall be given physical examinations at a medical facility of HPSJ's choosing at no cost to the employee. The employee may elect to seek an examination with a different physician, but will do so at the expense of the employee.~~

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Christina Villar
Bargaining Team Member

Date 6/15/22
Time 9:50

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 19 – Evaluations and Personnel Files

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ views this proposal as administrative "clean-up."

Language:

SECTION 10 EVALUATIONS AND PERSONNEL FILES

~~HPSJ shall provide Employees receive performance appraisals to employees on a regular schedule, consistent with the performance evaluation process as outlined in HPSJ policies and procedures. Any change to the HPSJ policy and procedure that is referenced in this section shall be subject to negotiations~~

~~Any regular or special Evaluations with a rating of "unsatisfactory" may include plans for employee development. An employee shall have has the right to submit a written comments rebuttal within fifteen (15) days and have it attached to regarding any evaluation and to have such comments included in his/her personnel file along with the evaluation.~~

10.1 Employee Personnel Files

~~Any employee or his or her SEIU designated shop steward their designee shall have the right, upon request, to inspect and copy all materials related to a grievance in his/her their personnel file, with the exception of material which the HPSJ is permitted, or required by law, to withhold from the employee. The employee shall notify the Director of Labor Relations in writing authorizing the designee to access their personnel file. A Records Request Form is required to be completed and signed by the employee prior to the inspection of the file or copies of the employee file.~~

~~Such request, inspection, and copying shall be made at a time when the employee is not on duty and at the expense of the employee. All reviews and copying shall be done in the presence of a management employee Human Resources employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.~~

~~No adverse comment will be entered into the employees personnel file without the employee first receiving a copy of the document and the opportunity to read and sign the document except the document may be entered into the file if the employee refuses to~~

Date ___ / ___ / ___
Time _____

sign the document, which shall be so noted. The employee has the right to submit a rebuttal to any information being entered into their personnel file within fifteen (15) days.

~~An employee shall be notified of any intended entry into his or her personnel file which is deemed to be derogatory in nature, other than formal evaluations. After receiving notice of such intended entry including a copy of the relevant document(s), the employee shall have a right to submit a written response within fifteen (15) working days. Any such response will be submitted at a time when the employee is not on duty.~~

10.2 Letters of Reprimand

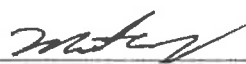
HPSJ may consider removing a letter of reprimand from the employee's personnel file after two (2) years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand. The employee or employee representative must make the request in writing for it to be removed.

The request must be directed to the ~~VP of Human Resources~~ Director of Labor Relations.

Any letter of reprimand older than two (2) years old shall not be used as basis of discipline or used as a basis for furthering discipline. The exception to this would be any discipline relating to harassment, discrimination or insubordination. Discipline that may be derogatory in nature and resulting in the employee being suspended for more than one week.


For HPSJ:

Date: 6/30/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 4/30/22


Cheryl Harris
SEIU

Date: 6/30/22


Bargaining Team Member

Date 5/5/22
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 20 – Seniority/Layoffs/Recall/Contract Work

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ views this proposal as administrative “clean-up.”

Language:

SECTION 11 SENIORITY/LAYOFFS/RECALL/CONTRACT WORK

11.1 Layoffs Definition

A layoff is defined as the involuntary separation or permanent reduction in work hours of a regular employee due to lack of work, business reorganization, loss of funding and/or other financial hardships, or any other reason as determined by the Health Commission. ~~Decisions about when to conduct, the scope of, and positions affected by a layoff are determined by HPSJ.~~

~~Temporary, Contract or Consultant employees do not have rights under this Layoff provision.~~

11.2 Meet and Confer/Notice

HPSJ will give a notice of anticipated layoff to the SEIU Union Staff Representative and affected employees as soon as possible, but no later than 14-fourteen (14) calendar days prior to the effective date of the layoff. Notice to the Union and employee shall include the reasons for the layoff and his or her/their seniority and options, ~~(outlined in 11.4 of this Section),~~ if any. Upon request of the Union, HPSJ shall meet and confer with the Union regarding the impacts of the layoff.

11.3 Layoffs

~~Seniority and by classification by department shall be~~ the determining factors for order of lay-off and recall. ~~Layoff of regular employees shall occur by classification selected by management and shall be in order of seniority within the department.~~

~~Employees will be laid off in the following order:~~

~~Temporary workers, contract workers or consultants are released before probationary employees in any affected job classification.~~

Date ___ / ___ / ___
Time ___ : ___

~~Probationary employees in the affected job classification and department are to be laid off before regular full-time or part-time employees.~~

~~Employees with documented disciplinary actions within the past year will be laid off following probationary employees (unless the disciplinary action is being appealed and not considered final then this will not apply).~~

~~Employees with the least seniority will be laid off before employees with more seniority within the department and classification.~~

11.4 Layoff Options

Employees subject to layoff may have the following options ~~within the department:~~

- a. Transfer to a vacant position in the same classification ~~and department~~, if qualified.
- b. If the affected employee is the employee with the least seniority within the classification, the employee may transfer to a lower position within the classification ~~within the department~~ series, if such a position exists. This may occur if the employee previously held the position or is deemed qualified for the position by management. ~~The employee may not select a position in another department unless management provides this to the employee as an option due to operational compatibility.~~
- c. If the affected employee is still least senior, ~~he/she/they~~ may elect to return to the last open position for which ~~he/she/they~~ completed probation.

11.5 Recall from Layoff

~~Employees who have been laid off will be placed on a rehire list for a period of one (1) year. Employees will be rehired from this list in inverse seniority as long as they continue to meet the job qualifications. and maintained satisfactory or higher job performance during their employment will be contacted prior to considering other candidates for vacancies in any department for the job class they occupied, or any job class in which they held regular, full-time/part-time status and continue to meet job class qualifications for a period of one (1) year.~~

If an employee is recalled from rehire list, layoff they shall be granted restoration of HPSJ will restore all benefits, accruals, and seniority available to ~~such the~~ employee as of the date of layoff. The period of layoff shall not be considered a break in service.

Seniority

HPSJ Seniority shall be defined as follows:

Date ___/___/___
Time _____:

~~The date of hire in a regular full-time or part-time position. Seniority does not include time spent performing temporary, consultant, or volunteer work.~~

~~Time spent working in a particular classification and department.~~

~~Seniority shall be calculated by hours worked, non-overtime hours worked in a position.~~

11.6 Ties in Seniority

~~In the event of a tie in job classification seniority, the tie breaker will be total HPSJ seniority. If a tie remains, then the tie will be broken by date of application for employment. —the employee with the most seniority within the classification and the department will prevail.~~

11.7 Contract work

HPSJ shall agree to meet and confer over the contracting out of SEIU bargaining unit work.

Upon the time of the meet and confer if a contract is in place for work that is being contracted out, HPSJ will provide a copy of the contract to SEIU, upon request.

Contracting out shall not result in the layoffs of SEIU bargaining unit. Part time employees within the classification and department where contract work may be performed may be offered an increased workload on a voluntary basis prior to contracting out work. If HPSJ determines that it is more cost effective to offer overtime or mandatory overtime to current employee's and can meet any required mandates, HPSJ will direct overtime prior to contracting out.

HPSJ employees within the classification and department of the contracted work that were laid off from a position, shall be called and requested to return from layoff prior to contracting out bargaining unit work.

For HPSJ:

Date: 6/30/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 6/30/22

Cheryl Harris
Cheryl Harris
SEIU

Date: 6/30/22

[Signature]
Bargaining Team Member

Date 5/19/22
Time 4:48

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 21 – Training and Education

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy and clarity.

Proposal: HPSJ views this proposal as administrative “clean-up.”

Language:

SECTION 12 TRAINING AND EDUCATION

12.1 Mandatory Training

- HPSJ will pay training costs and time off for company-wide training that is required by HPSJ.
- ~~Travel time for HPSJ-mandated trainings shall be computed in accordance with FLSA.~~

12.2 Training and Education Required to Maintain Licensure or Certification

~~Employees are responsible for paying the costs of training and education required to maintain licensure or certifications. However, employees will be compensated for time off to attend these activities using PTO. Employees may use PTO to meet requirements for licensure or certifications. Time off must be approved by the employee's supervisor in advance.~~

12.3 Other Training and Education

- a. Development Training and Education - HPSJ will pay training costs and time off for approved training and education that is part of a documented development plan.
- b. Training and Education Required for Current Job - HPSJ will pay training costs and time off for training and education that is required for an employee's current job. This includes training and education to stay current on industry standards and practices.

Date 5/19/22
Time 4:49

12.4 Educational Tuition Reimbursements

- Approved degree or certification programs - \$2500 for full time and \$1,650 for part time employees per fiscal year.
- Approved courses (not part of a degree or certification program) \$500 per fiscal year.

~~All training and reimbursement procedures are included in the HPSJ Policies and Procedures under Education and Reimbursement Procedures.~~

For HPSJ:

Date: 6/30/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU:

Date: 6/30/22

Cheryl Harris
Cheryl Harris
SEIU

Date: 6/30/22

Bargaining Team Member
Bargaining Team Member

Date 8/11/22
Time 3:00

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 22 – Grievance Procedure

Language:

SECTION 13 GRIEVANCE PROCEDURES

13.1 Grievance Definition

~~A~~ Grievances ~~may only concern~~ an allegation of HPSJ's misapplication, misinterpretation, or violation of this MOU. The grievance process shall not be applicable to employee discipline, to employee evaluations, to termination of probationary, or at-will employees, ~~or to any other disputes resolved through another HPSJ process. Employees are strongly encouraged by both parties of this MOU to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.~~ An employee or the union shall have the right to submit a written grievance regarding a claimed misapplication, misinterpretation or violation of this MOU, ~~on a Grievance Resolution Form.~~

~~Any~~ Grievances filed shall include the following information:

- a. The specific provision of this MOU alleged to have been misapplied, misinterpreted, or violated.
- b. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- c. The alleged adverse effect upon the grievant ~~resulting from said alleged misapplication, misinterpretation, or violation.~~
- d. The remedy ~~for such alleged adverse effect being~~ sought by the grievant.

13.2 Multiple Grievances Relating To Single/Shared Issues

Where multiple grievances are filed on the same issue, HPSJ may elect to resolve the claims jointly by processing the complaints through a single grievance process.

13.3 No Loss of Pay

HPSJ shall allow an employee and/or ~~his/her~~ their ~~Union Shop s~~ Steward reasonable time without loss of pay ~~or and~~ benefits in order to deliver a grievance to ~~his/her~~ their Department or to attend a grievance hearing during normal working hours.

Date ___ / ___ / ___
Time _____ : _____

13.4 Informal Grievance Processing

The ~~employee grievant~~ shall discuss the issue with ~~his/her/their~~ supervisor prior to filing a formal grievance. The supervisor will respond to the ~~complaint grievant~~ in writing within ~~three-seven (37) working-calendar~~ days of the discussion.

13.5 Formal Grievance Process Step 1: ~~Department Head~~Director

- The ~~individual~~ grievant or the Union may file a formal grievance no later than twenty (20) calendar days from when the grievant ~~or impacted employee~~ could first reasonably have known of the event or condition forming the basis of the grievance, by submitting that grievance in writing to the grievant(s) ~~department head~~Director.
- Within ~~five-seven (57) working-calendar~~ days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.
- Within ~~five-seven (57) working-calendar~~ days of such a meeting, the grievant(s) ~~department head~~Director shall issue a written notice of the decision to the grievant.
- If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the ~~VP of Human Resources~~Director of Labor Relations within ~~ten-seven (740) working-seven calendar~~ days of receipt of the written decision or ~~ten-seven (740) calendar~~working days after the decision deadline at Step 1 has elapsed.

Step 2: ~~VP of Human Resources~~Director of Labor Relations

The ~~VP of Human Resources~~Director of Labor Relations may conduct an investigation and/or hearing, and shall render a written decision within ~~ten-seven (740) wcalendar~~orking days of receiving a timely appeal. If the grievant is dissatisfied with the decision ~~of the VP of Human Resources~~, that decision may be appealed to mediation within ~~five-seven (57) working-calendar~~ days of the written decision or seven (7) Calendar days after the decision deadline at step 2 has elapsed. by filing a written request to the State Mediation and Conciliation Services.

Step 3: Mediation

A mediator will be assigned by the State Mediation and Conciliation Services. If the parties are unable to reach an agreement in mediation, the grievant may appeal to Step 4 – Chief People Officer for a final decision. A mediator will assist with resolving the issue to the satisfaction of all parties involved. The Mediator will only advise on what a fair and just outcome may be, but the mediator's decision is advisory only.

Date ___/___/___
Time _____:

Step 4: Chief People Officer

The Chief People Officer may conduct an investigation and/or hearing, and shall render a written decision within fourteen (14) calendar days of receiving a timely appeal. The Decision of the Chief People Officer will be final.

~~Health Plan Commission Human Resources Committee~~

~~If the grievance is not settled in Step 3, then a committee of three (3) Health Commissioners shall be formed and the issue will be presented to the commission no later than 30 calendar days from the date of the Mediation. The decision of the Committee shall be final. Each side will present its side of the issue in writing and be given 15 minutes of speaking time to explain their side of the issue. The Committee will issue a final decision at the conclusion of the discussion and the decision will be binding on all parties.~~

13.6 Timeliness

~~Failure by HPSJ to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step.~~

~~Conversely, f~~Failure by a grievant to adhere to a submission deadline at any step of this procedure shall constitute acceptance of the last decision made thereon and the grievant shall thereby waive any right to further appeal of the grievance. Nothing in this Section shall be construed to prevent the parties from extending any grievance process deadline by written mutual agreement. ~~At any time, t~~The VP of Human Resources Director of Labor Relations may ~~elect to~~ expedite the grievance process or advance to the next step in the process due to the severity of the issue.

For HPSJ:

Date: 8/11/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU 1021:

Date: 8/11/22

Andrea Colavita Pinkham
Andrea Colavita Pinkham
SEIU

Date: 8-11-22

Christina Vellan
Christina Vellan
Bargaining Team Member

Date ___ / ___ / ___
Time _____ : _____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 23 – Discipline

Interest: HPSJ is interested in updating the memorandum of understanding for accuracy, consistency, and clarity.

Proposal: HPSJ views this proposal as administrative cleanup.

Language:

SECTION 14 DISCIPLINARY ACTIONS

14.1 Definition

For the purposes of this Section, disciplinary action is deemed to be discharge or suspension.

14.2 Disciplinary Procedure

~~All e~~Employees employed as of date of contract adoption, going forward, subject to probationary period, shall be are provided due process as follows:

~~Such d~~Discipline shall be imposed ~~on represented employees only~~ for just cause.

An employee whose conduct is of such character as to incur discipline may first be specifically warned in writing by ~~his/her~~their supervisor. ~~Such w~~Warnings shall state the reasons underlying any intention the supervisor has of recommending disciplinary action.

Employee behavior, including but not limited to acts of a violent or criminal nature may be grounds for immediate discipline and ~~shall~~does not require the written and/or other warning described above.

When HPSJ seeks the imposition of any disciplinary punishment, notice of such action shall be made in writing and served in person or by registered mail upon the employee.

The notice shall include:

- The specific charges against the employee, which shall include times, dates, and location of chargeable actions or omission;
- The penalty proposed;

Date ___/___/___
Time _____:

- Copies of all materials upon which charges are based.
- A statement of the employee's right to respond, either orally or in 'writing, and the date of the response meeting, which shall be at least ~~ten (10)~~fourteen (14) calendar days from the notice;
- Notice that if the employee, or the Union on behalf of the employee; does not submit a written request to the ~~VP of Human Resources~~Director of Labor Relations within ~~ten (10)~~fourteen (14) calendar days, ~~he/she shall~~they have waived the right to appeal the action.

~~The notice referred to in Section 14.2 shall be accompanied by copies of all materials upon which charges are based.~~

If the employee fails to request the opportunity to respond, HPSJ may proceed to order the action. If the employee requests the opportunity to respond, the response meeting shall be held as specified in the notice unless changed by mutual agreement in writing. The response meeting shall not constitute a formal hearing, and there shall be no right to call witnesses.

An employee may be accompanied by a ~~union~~ representative of ~~his/her~~their choice. The appointing authority shall issue an order taking or determining not to take action at the conclusion of the meeting. The decision shall be put in writing and served upon the employee and ~~the Union~~SEIU within ~~five~~fourteen (14) ~~(5)~~ days following the meeting.

An employee, or ~~the Union~~SEIU on behalf of the employee, may file an appeal from the appointing authority's action decision within ~~ten (10) days~~fourteen (14) calendar of receipt ~~of said decision.~~


The ~~VP of Human Resources~~Director of Labor Relations or designee shall schedule any disciplinary appeal hearing within a reasonable time after the filing of the employee's request, ~~considering the availability of a mediator and the convenience of the employee.~~

14.3 Decision

The Chief ~~Executive People~~ Officer's decision shall ~~make the final disciplinary appeal decision after mediation and all decisions will remain~~is final and binding.

For HPSJ:

Date: 8/11/22



Michael W. Jarvis
Liebert Cassidy Whitmore

Date / /
Time :

For SEIU 1021:

Date: 8/11/22

ACP
Andrea Colavita Pinkham
SEIU

Date: 8-11-22

AMM
Bargaining Team Member

Date 5/19/22
Time _____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 24 – Probationary Period

Interest: HPSJ is interested in protecting employees rights to representation of their choosing.

Proposal: HPSJ proposes to recognize SEIU as the exclusive representative for classifications covered by this Agreement, as well as minor administrative cleanup.

Language:

~~SECTION 15 PROBATIONARY/INTRODUCTORY PERIODS~~

Employees have been designated as regular or probationary using the following definitions:

~~a. A regular employee is one who has successfully completed a probationary period (also referred to as the "introductory period") after first being hired by HPSJ. A regular employee is entitled to all rights and benefits afforded under this MOU, and shall be terminated only with cause and notice as required under HPSJ Policies and/or this MOU.~~

~~b.a. A probationary employee is defined as an employee hired for a regular full-time or part-time position, which excludes temporary workers or other workers hired for a defined period of time. The probationary period is considered an extension of the selection process for newly hired employees. Upon satisfactory completion of the probationary period, an employee shall be given the status of a regular employee. Notwithstanding any other provision of this Section, an employee's probationary period shall be extended by the duration of any unpaid absence of five (5) or more consecutive workdays.~~

~~e.b. Newly hired employees serve an initial probationary period of one hundred eighty (180) days. The probationary period may be extended by mutual agreement in thirty (30) day intervals, but not to exceed an additional ninety (90) days. After the first ninety (90) days of initial probationary period, employees shall be allowed to use accrued PTO. During the probationary period an employee may be terminated at any time, with or without cause and with or without notice.~~

~~d.c. Any employee who is promoted shall serve a ninety (90) day probationary period, which may be extended by mutual agreement in thirty (30) day intervals up to an additional ninety (90) days. Failure to satisfactorily complete the probationary period shall result in the employee returning to their pre-promotion represented~~

Date / /
Time :

position within this bargaining unit ~~an equivalent position within the same classification.~~

For HPSJ:

Date: 6/30/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 6/30/22

Cheryl Harris
Cheryl Harris

Date: 6/30/22

Cheryl Harris

**SEIU Local 1021 Counter Proposal
to Health Plan of San Joaquin
HPSJ Proposal #25
June 7, 2022**

SECTION 16 ENTIRE AGREEMENT

~~Except as otherwise specifically provided herein,~~ This Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. The parties, ~~for the term of this MOU,~~ do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this MOU. In the event HPSJ proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by this MOU, will give the Union advance written notice of the proposal and will, upon request of the Union, negotiate in good faith with the Union concerning the proposal.

~~This Memorandum of Understanding, herein after referred to as "MOU" is made by and between Health Plan of San Joaquin, herein after referred to as "HPSJ," "Organization", or "Agency" and the General Employees Representation Unit of the Service Employees International Union, Local 1021, herein after referred to as the "Union" and "SEIU". This MOU was reached pursuant to, and in accordance with the provisions of California Government Code Section 3500 et seq., for the purpose of establishing the wages, hours and terms and condition of employment for employees within the General Employees Representation Unit represented by SEIU.~~

For SEIU Local 1021:

Date: 6/7/22

Cheryl Harris
Cheryl Harris

SEIU Local 1021 Field Representative

Date: 6/7/22

Gen cuts
SEIU Bargaining Team Member

For HPSJ:

Date: 6/7/22

Michael W. Jarvis
Michael W. Jarvis
Liebert Cassidy Whitmore

Date ___/___/___
Time _____:

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal ⁶~~1~~ – Corporate Objective Incentive Program

Proposal – This proposal replaces the existing expired side letter regarding one-time payments.

Language:

Article X – Corporate Objective Incentive Program

If unrepresented HPSJ employees receive a bonus from the HPSJ Corporate Objective Incentive Program, in 2022, 2023, or 2024, employees will receive a \$1,500.00 one-time lump sum cash payment for the corresponding year. These one-time payments will occur on the first pay period after any HPSJ unrepresented employees have received their Corporate Objective Incentive Program payment.

For HPSJ:

Date: 8/11/22



Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22


Andrea Colavita Pinkham

8-11-22



Date ___/___/___
Time _____:

Health Plan of San Joaquin
And
SEIU Local 1021
2022 Negotiations

Proposal 27 – Red Circling

Language:

Article X – Red Circling

Employees who are red-circled in 2022, 2023, or 2024, shall receive a one-time cash payment equal to the dollar amount that exceeds the top of the employee's salary grade in that year, due to being red-circled to a maximum of three percent (3.0%).


For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22


Andrea Colavita Pinkham
SEIU

Date: 8-11-22


Christina Villar
Bargaining Team Member

Date ___ / ___ / ___
Time _____ : _____

Health Plan of San Joaquin (HPSJ)
And
Service Employees International Union Local 1021 (SEIU)
2022 Negotiations

Proposal 28 – In Office Pay

Proposal: HPSJ proposes provide employees who are required to work at a HPSJ location an equity adjustment.

Language:

Employees whose assignment requires them to work full-time at HPSJ's offices will receive an additional one dollar (\$1.00) per hour.

For HPSJ:

Date: 8/11/22


Michael W. Jarvis
Liebert Cassidy Whitmore

For SEIU Local 1021:

Date: 8/11/22


Andrea Colavita Pinkham

Date: 8-11-22



