

[INSURANCE]

2.9 Continuation of Insurance Benefits While On Leave of Absence

a. Employees on an Approved, Protected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on a protected leave of absence as identified in Section 3.9 of this MOU, retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during the time of protected leave regardless of the amount of paid time. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or the employee must make arrangements with the County's Benefits office to pay the employee contribution of the premiums no later than the Monday of the County's pay week.

b. Employees on an Approved, Unprotected Leave of Absence

Employees receiving State Disability Insurance (SDI) wage replacement benefits and supplementing those benefits with accrued leave time to receive a full paycheck shall receive the County's contribution to their health, dental, vision and life insurance, and retirement, if applicable.

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on an approved, unprotected leave of absence retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) bi-weekly pay periods, so long as they have at least ~~forty one (41)~~ the necessary number of ten (10) hours of paid time per pay period: ~~to cover the employee's costs of benefits.~~ To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck or, must be paid directly to the County's Benefits office no later than the Monday of the County's pay week.

~~Employees under this section who have exhausted accruals and are on approved leave without pay shall be allowed, at the employee's own expense, to remain under the medical, dental, vision, and life insurance coverage for up to twenty-six (26) pay periods provided that the employee makes arrangements to pay the full applicable premiums (employer and employee contributions) directly to the County's Benefits office no later than the Monday of the County's pay week.~~

c. Employees on an Unapproved, Unprotected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are absent from work on an unapproved, unprotected leave of absence (unauthorized leave) are not eligible for health benefits. Active employee benefits will be terminated and continuation of benefits will be offered through the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) through the County's COBRA administrator.

d. Part-time Employees (as defined in Section 2.4(b))

As required by the Affordable Care Act, part-time employees who receive medical insurance benefits pursuant to Section 2.4(b) shall retain eligibility for the employer-paid premium contribution for medical insurance coverage during their benefit coverage period.

date: 8/31/22

New Section Office and Office Technical MOU and Supervisors MOU

4.7.1 P.O.S.T Pay (OOT)

Employees in the classifications of Communications Dispatcher I, II, III holding an Intermediate POST certificate shall receive a supplement of ~~3~~ 2% of base wage.

Employees in the above classifications holding an Advanced POST certificate shall receive a supplement of ~~10~~ 4% of base wage.

4.7 P.O.S.T. Pay (Supervisor)

Employees in the classification of Communications Dispatcher IV holding a Dispatch Supervisory Intermediate POST certificate shall receive a supplement of 3% of base wage.

Employees in the above classifications holding an Advanced POST certificate shall receive a supplement of ~~10~~ 4% of base wage.

Counter Proposal from SEIU 1021 to San Joaquin County

date: 8/31/22

PPT

10.3.1 Boot Reimbursement Allowance

The County will provide biennial reimbursement of up to \$200 for employees in the Building Inspector I/II classifications in the Community Development Department who are required to purchase boots meeting the suitable footwear standard set by the Community Development Department.

On July 1 of each year, the County will provide a lump sum of \$175 for certain designated classifications of employees in General Services and Weights and Measures who are required to purchase boots meeting the suitable footwear standard set by the department

For employees hired on or after July 1, the County will provide reimbursement of up to \$175. Thereafter, the employee shall receive the annual lump sum allowance on July 1 of each year.

Reimbursement shall be made to the employee within 30 days of the initial turning in of the employee's receipt to the department.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work he/she is performing.

Proposal from SEIU 1021 to San Joaquin County

date: 8/31/22

The following exists for the PPT, PRO and SUP MOU's

SEIU 1021 is proposing that the following language be inserted into the OOT, SIC, TLI MOU's

SEIU 1021 is also proposing the following changes for the PPT/PRO/SUP MOU

5.1.1 Work Site Closure

If the County Administrator 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 sites and are subsequently sent home shall receive administrative pay for the remainder of the scheduled workday. Other regularly scheduled employees who are sent home may be paid, at the discretion of the department head, for the balance of their scheduled workday. Such employees sent home shall remain available to return to the work site for the duration of the time on which they are being paid administrative leave.

The County will make all reasonable efforts to relocate or reassign employees affected by such situations and may continue affected employees on paid leave for the duration of the closure. Employees will not be assigned to work in job functions for which they are not qualified.

All attempts shall be made by the County Administrator or designee to locate another work site/facility as quickly as possible.

8/31/22

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

Employees designated as part-time or temporary with ~~1300~~ hours of service in the prior calendar year and ~~shall complete~~ 2080 hours of service in their classification unbroken service (not taken off payroll) and a minimum of twenty-six (26) bi-weekly pay periods shall be eligible for an increase to Step-B before advancing to the next higher step in the salary range. Thereafter, eligible Part time employees shall receive a further step increase for each additional 2080 hours of service. If a part-time/Temporary employee is taken off payroll due to mis-management of hours, the employee would still retain eligibility for their step increase per this section.

Counter Proposal from SEIU 1021 to San Joaquin County

date:

8/31/23

TLI

13.2 Uniform Allowance

Employees in the classes of Storekeeper I, Laundry Assistant and Lead Laundry Worker who are assigned to the Custody Division of the Sheriff's Department and are required to wear a uniform shall receive, upon initial employment (hiring) by the County, a uniform allowance of \$100.00. on the first day of the first bi-weekly pay period after one (1) year of continuous service in such class, such employee shall receive a uniform allowance of ~~\$12.00~~ 15.00 bi-weekly. Employees in this class who have less than one (1) year of service shall receive a bi-weekly uniform allowance of ~~\$3.20~~ 4.20.

All other sections to remain the same as what the County proposed on August 10, 2022 in County proposal #36.

Counter Proposal from SEIU 1021 to San Joaquin County

date: 8/31/27

OOT

13.2 Uniform Allowance

Employees of this unit required to wear uniforms in the Sheriff's Department shall receive a bi-weekly uniform allowance of ~~\$12.00~~ 15.00

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

date: 8/31/22

4.2.3 Shift Differential

The Shift Differential will be \$ 1.15 per hour for the p.m. and split shifts, \$1.45per hour for the night shifts, and \$1.00 per hour for the weekend shifts.

PRO MOU Language

For employees in the class series of Clinical Laboratory Technologist working in the laboratory at San Joaquin General Hospital, the nigh shift differential will by \$3.00 per hour. (County proposed language from existing side letter)

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

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon

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

NIGHT: Any work shift which beings on or after 8:00 p.m. and before 4:00 a.m.

WEEKEND: Any work shift which begins on or after 5:00 p.m. on Friday 4:00 am on Saturday and before 8:00 p.m. on Sunday.

date: 8/31/22

5.5 ~~Call B~~ back ~~Overtime~~ OOT/TLI

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

5.5.1 ~~Definition~~ Employees Required to Report to a Work Location

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

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

PRO, PPT, SIC, SUP

5.5.1 ~~Definition~~ Employees Required to Report to a Work Location

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

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

ALL UNITS

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

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

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

1 to 22-15 minutes = 15 minutes of callback

23-16 to 37-30 minutes = 30 minutes of callback

38-31 to 52-45 minutes = 45 minutes of callback

53-46 to 67-60 minutes = 60 minutes (**1 hour**) of callback

Revised
8/31/22

County Proposal to SEIU
Shift Differential
August 31, 2022

All Units

4.2.3 Shift Differential

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

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

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon.

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

NIGHT: Any work shift which begins on or after 8:00 p.m. and before 4:00 a.m.

Weekend: Any work shift that begins on or after 7:00 pm on Friday and before 8:00 pm on Sunday

PRO MOU LANGUAGE (COUNTY PROPOSED EXISTING SIDE LETTER)

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

Revised
8/31/22

County Proposal #31 to SEIU
August 31, 2022

[SALARY ADMINISTRATION]

PPT, PRO, SUP

6.2.2 Part-Time Employees

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

ALL UNITS

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

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

For purposes of this section, if part-time and/or temporary seasonal employees reach the maximum allowable hours on payroll (1,560 hours) prior to end of the fiscal year and the position assignment is identified as on-going, departments will remove the employees from the work schedule until the beginning of the new fiscal year in order to maintain unbroken service status.

RWD
8/31/22

County Proposal #00 to SEIU
August 31, 2022

19.8 Part-time Employee Serious Discipline Appeal Procedure (Procedure "Process" TLI,OOT)

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

Eligibility

Employees designated as "Part-time" who have worked a minimum of ~~1560-1300~~ hours of unbroken service (not taken off payroll) in the same classification and department in the prior calendar year and have a total of 2080 hours of unbroken service (not taken off payroll).

Review Process

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

Upon receipt of the request for a review meeting, the Department County shall provide a statement setting forth the reasons for the Serious Discipline and the materials supporting the decision within seven business days. The Part-time employee may be represented at the review meeting by a representative of his or her their choice. Should the Department fail to respond in the timeframe or fail to seek an extension, the employee may request the Director of Human Resources to review the matter. Requests must be received by the Director of Human Resources within seven business days of the original deadline.

After completion of the review meeting, the appointing authority or designee reviewing manager shall determine whether there was a sufficient basis for the Serious Discipline. The reviewing manager appointing authority or designee shall then affirm, modify, or revoke the Serious Discipline in a written decision setting forth the basis for the decision. This decision shall be final, binding and non-appealable.

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August 31, 2022**

Rovd
8/31/22

Timeline

Contract expiration: October 20, 2022
 Last Board date prior to expiration: October 18, 2022
 Board recommendation to adopt new MOU due: October 4, 2022

To have a successor MOU in place when the current contract expires, agreement must be reached by the parties and a successful vote by SEIU membership to accept the successor MOU would need to be held prior to October 4, 2022.

Based on the timeline above, and pursuant to adoption by the Board of Supervisors on October 18, 2022, the first base wage increase will be effective October 24, 2022 (first pay period following adoption), and would appear on the November 10, 2022 paycheck. Subsequent increases would be effective 26 pay periods following the preceding increase.

Tentative Agreements

Section	Title	Proposal Date	Effect
1	Employer-Employee Rights and Responsibilities	County 6/15/22	Amend title for consistency across all units
1.4	Discrimination in Employment Prohibited	County 6/15/22	Updated to include recognized protected classes under the law
1.14	SEIU Executive Board Member Release Time	County 8/10/22	13 days' release time per Executive Board member per calendar year; limits number of County employees to serve at any one time; removes requirement of SEIU to submit Board changes to the County
3.3.1	[Sick Leave] Accrual	County 6/1/22	Deletes privilege language
3.3.2	Sick Leave Usage	County 8/10/22	Removes 80-hour cap; correct terminology; time used in 15-minute increments
3.3.5	Sick Leave Abuse	County 6/15/22	Section deleted
3.4.2 et seq.	Regular Holiday Compensation	County 8/10/22	Full-time and Part-time employees who work on the holiday receive holiday premium pay (removed qualifier for PT); Full-time or eligible PT RDO have cash or holiday credit option; deleted FLT Holiday credit for 24-hour work sites
3.4.3.1	Floating Holiday Observance	County 8/10/22	Clean up
3.4.3.3	Flexible Holidays	County 8/10/22	Eliminate FLX Holiday program; all eligible employees to be moved into FLT Holiday program.
3.5	Bereavement Leave	County 8/17/22	Adds definitions for child/parent relationships; use of leave may be extended beyond 30 days up to one year with Department Head approval

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3.6	Educational Leave	County 7/27/22	Clarifies paid time off for continuing education vs educational leave of absence; expanded to SAC I/II and REHS
3.7	Military Leave	County 6/1/22	Clarify when employees need to use accruals; <i>TA'd with removal of FLX</i>
3.8.1	Medical Leave without Pay	County 6/15/22	Section title changed to Personal Medical Leave; clarifies leave can be taken with or without pay; updates made to required documentation; reference to 1.4 ADA/FEHA
3.8.2	Pregnancy Disability Leave	County 6/1/22	Move to Section 3.9 as Section 3.9.4
3.8.4	Personal Leave of Absence	County 6/1/22	Clarifies when HR approval is necessary
3.9.3	School Activities	County 6/1/22	Clarifies/updates to <i>child-related activities</i>
3.10.1	[Catastrophic Leave] Conditions of Participation	County 6/15/22	Update to reflect 3.8.1; clarifies FLT and REG holiday time can be used; <i>TA'd with removal of FLX holiday</i>
3.10.3	[Catastrophic Leave] Treatment of Donated Time	County 6/1/22	Removes reference to 80-hour cap (reference LC 233)
3.11	Leave for Promotional Exam	County 6/15/22	Release time allowed for any County Civil Service Exam and County selection interview
3.12	Effect of Re-employment or Reinstatement on Leave Accrual Rates and Pay	County 6/15/22	Clean up and reference to Civil Service Rules definitions.
4.1	Minimum Wage Language	County 8/10/22	Adjusts the assigned salary grade if step one falls below minimum wage [OOT, PPT, SIC, TLI]
4.2.6.2	Correctional Health Assignment Supplement	County 8/10/22	Expands to Mental Health Clinician (PRO, SUP), and Dental Assistant (PPT)
4.2.6.3	Intake and Assessment Supplement	County 7/13/22	Shifts approval to HSA Director; adds Social Worker Supervisor I
4.2.14 [NEW] [SIC]	Facility Pay	County 8/10/22	3% supplement for identified classifications for each hour worked in the Jail while working with or supervising inmates
4.2.14 [TLI]	Facility Pay	County 8/24/22	Add assignments in Crisis, CSU, and MGU and SCC; section title change
4.2.15 [PRO, SUP]	Additional Compensation	County 8/10/22	2% supplement for identified employees in the Auditor-Controller's Office who possess a Certified Internal Auditor certificate.
4.4.2	Parking Supplement Downtown	County 8/10/22	Increases County subsidy and reimbursement amount by \$3
4.7.1 [NEW] [OOT, SUP]	Public Safety Dispatcher Certification Pay	County 8/10/22	3% supplement for Communications Dispatchers who hold a Dispatch Supervisory Certificate issued by P.O.S.T. <i>error sic will report</i>
4.13 [NEW] [SIC]	Armed Officer Pay	County 8/10/22	2.5% supplement for employees who are authorized and required by the Probation Department to carry a firearm

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4.X [Section TBD]	Shelter Facility Pay	County 8/10/22	5% supplement for employees assigned to MGCS for each hour worked at the shelter
6.8	Underfilling	County 7/13/22	Update to current classification titles and remove classes that are no longer applicable
7.2	Compliance with Part-time and Temporary Definition	County 6/15/22	Clean up and deletes outdated language
13.4 et al.	Raingear	SEIU 8/17/22	Expands raingear provided to employees at the Sheriff's Office, Airport, and Public Works.
14.2.1 [PPT, PRO, SUP]	Furlough Program	County 7/13/22	Identifies call off order at SJGH

[INSURANCE]

2 **INSURANCE [No changes from County's last proposal on 6/30/22 unless otherwise listed]**

2.1 **Affordable Care Act (ACA)**

The County will maintain its health plans and health plan offerings in compliance with provisions of the Affordable Care Act (ACA).

2.2 **Effective Date of Coverage**

The effective date of coverage for new employee members in the health, dental, and vision insurance plans shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a regular employee or as a contract or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage, and the employee's completion and submission of any required enrollment forms and supporting documentation.

Upon first becoming eligible for health insurance coverage, all eligible employees have 60 calendar days to enroll in such insurance coverage. Employees failing to enroll within this time frame shall be deemed to have waived coverage and shall not be eligible to enroll until the next open enrollment period, or under a qualifying life event outside of the open enrollment period.

2.3 **Medical Insurance: Full-time Employees [no changes from County's last proposal on 8/17/22]**

The County shall provide medical insurance coverage for eligible employees and dependents in one of several plans. The plans shall, at minimum, include a PPO and an HMO plan. The County may modify the number and type of plans available, and plan design, subject to prior notice. Medical plans offered to employees may be either self-funded by the County or fully insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors. Employees may opt-out of medical insurance coverage during each open enrollment period or during a qualifying life event by completing an enrollment form and selecting the "Opt Out" option.

A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

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Currently, Kaiser plans are included with the County's plan offerings. In the event the County no longer offers Kaiser plan options, the County and SEIU will meet and confer over the impact of discontinuing the Kaiser plan.

2.3.1 Medical Insurance Premiums: Full-time Employees

The County will contribute 80% of the premium and the employee shall contribute 20% of the premium for employees electing the standard PPO or the standard HMO plans at all tier levels (employee only, employee plus one, employee plus family). Standard plans are noted on the County's website.

For employees electing the buy-up PPO Plan, the County shall contribute at the same coverage level as the standard PPO Plan County contribution at all tier levels. Employees will pay the difference between the County contribution and the full rate of the buy-up PPO Plan at each coverage level.

If on a leave of absence without pay, refer to Section 2.9 – Continuation of Insurance Benefits While on Leave of Absence.

2.3.1.1 Medical Insurance Stipend: Full-time Employees

Regular full-time employees hired on or before July 1, 2012, whose base salary is \$40,000 per year or less and have employee-only coverage shall receive a ten dollar (\$10.00) per month stipend for medical insurance premiums provided the employee's share of the medical insurance premium increases by ten dollars (\$10.00) or more per month as a result of the implementation of the medical insurance premium cost share provided in Section 2.3.1 or any other subsequent increase in the employee's share of the medical insurance premium.

2.3.2 Dental Insurance: Full-time Employees

The County shall provide dental insurance coverage for eligible employees in one or more dental insurance plans. There shall be a primary dental plan, and a lower cost dental health maintenance organization (DHMO) plan may also be offered. Such plans may be fully insured or self-insured by the County. The County may also offer buy-up plan options. The County shall pay the employee-only premium and any increases thereof for the term of this memorandum in the standard plans. Any premium cost over the standard plan will be paid by the employee. Dependent dental coverage is available in any offered plans at the employee's expense.

For plans with orthodontia coverage, the plan will pay 50% of actual cost. The maximum amount of orthodontia coverage is \$1200, lifetime, per enrollee.

The maximum annual dental benefit per person in the primary dental plan shall be \$3,000. The DHMO has no annual maximum.

Effective with the next applicable open enrollment period after October 20, 2020, the County will add the Delta Dental Core and Delta Dental Buy-Up plans to the existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.3.3 Vision Insurance: Full-time Employees

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The County shall provide vision insurance coverage for eligible employees. The County may also offer buy-up plan options. Employees will receive the employee-only tier coverage at 100% for all vision plans, excluding the buy-up option, and any increases thereto, for the term of this memorandum. Any premium cost over the standard plan shall be paid by the employee. Dependent coverage is available at the employee's expense.

Effective with the next applicable open enrollment period after October 20, 2020, the County will add the VSP Buy-Up plan to the existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.4 Health Insurance: Part-time Employees

The County will offer medical benefits to eligible part-time employees under the following conditions:

(a) County Sponsored

Employees who have worked an average of 25 to less than 30 hours per week in the applicable measurement period will be offered medical benefits for the employee only in a County-specified plan (currently known as Plan C). Dependent coverage in the County-specified plan will be available for eligible dependents at the employee's expense. Participation is optional for eligible employees.

(b) Affordable Care Act (ACA) Eligible

Employees who have worked an average of 30 or more hours per week in the applicable measurement period pursuant to the ACA, will be offered the same medical benefit options as full-time employees for the employee only. Dependent coverage will be available for eligible dependents at the employee's expense. Participation is optional for eligible employees.

Part-time employees as defined in this section are not eligible for dental or vision insurance coverage.

2.4.1 Medical Insurance Premiums: Part-time Employees

Eligible part-time employees as defined in 2.4(a) shall receive the County contribution of 80% of the medical premium and the employee shall contribute 20% of the employee-only medical premium in the County-specified plan (currently known as Plan C). Dependent coverage in the County-specified plan is available for eligible dependents at the employee's expense.

Eligible part-time employees as defined in 2.4(b) shall receive the County contribution of 80% of the medical premium and the employee shall contribute 20% of the employee-only medical premium in the full-time health plans, excluding the buy-up PPO plan. Dependent coverage in the full-time medical plans is available for eligible dependents at the employee's expense.

2.5 Health Insurance: Part-time Employees as Defined in Section 7 [PPT, PRO, SUP]

Part-time employees eligible for benefits (as defined in Section 7) shall have access to medical, dental, and vision insurance options, and shall receive the full portion of the County's contribution to health insurance, as though they were regular full-time employees.

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2.6 Life Insurance

The County shall provide each eligible employee, with life insurance coverage as follows:

- (a) At least one but less than three continuous years of service -- \$1,000.
- (b) Three but less than five continuous years of service -- \$3,000.
- (c) Five but less than ten continuous years of service -- \$5,000.
- (d) Ten continuous years of service or more -- \$10,000.

For the purposes of this subsection only, a year is defined as twelve (12) consecutive calendar months of employment.

2.6.1 Additional Life Insurance

Eligible employees shall have the option to purchase additional term life insurance in increments of \$25,000 to a maximum of \$200,000 at the County's rate.

2.8 Flexible Benefits

Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed health care expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible health plan with an accompanying health savings account are not eligible to enroll in the flexible benefit program for unreimbursed health care expenses under this section. See Section 2.8.1.

2.8.1 Health Savings Account

For employees who are enrolled in a Health Savings Account (HSA)-Qualified High-Deductible Health Plan (HDHP), the County will contribute \$700 per year for Employee Only and \$1,400 per year for Employee plus dependent(s) to an HSA. Funds will be deposited through the County's payroll process and sent directly to the County's approved third party administrator (TPA), prorated over 26 pay periods. Employees can elect to make additional HSA contributions up to the IRS total combined (employer and employee contributions) HSA maximum contributions for single or family coverage.

Employees who are not enrolled in an HSA-Qualified HDHP or who participate in a flexible spending account as provided in Section 2.8 are not eligible for participation in an HSA under this section.

2.9 Continuation of Insurance Benefits While on Leave of Absence [no changes from County's last proposal on 8/10/22 unless indicated otherwise]

modify 8/31/22 to 35 hrs

a. Employees on an Approved, Protected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on a protected leave of absence as identified in Section 3.9 of this MOU, retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during

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the time of protected leave regardless of the amount of paid time. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or the employee must make arrangements with the County's Benefits office to pay the employee contribution of the premiums no later than the Monday of the County's pay week.

b. Employees on an Approved, Unprotected Leave of Absence

Employees receiving State Disability Insurance (SDI) wage replacement benefits and supplementing those benefits with accrued leave time to receive a full paycheck shall receive the County's contribution to their health, dental, vision and life insurance, and retirement, if applicable.

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on an approved, unprotected leave of absence retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) bi-weekly pay periods, so long as they have at least forty-one (41) hours of paid time per pay period. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or must be paid directly to the County's Benefits office no later than the Monday of the County's pay week.

Employees under this section who have exhausted accruals and are on approved leave without pay shall be allowed, at the employee's own expense, to remain under the medical, dental, vision, and life insurance coverage for up to twenty-six (26) pay periods provided that the employee makes arrangements to pay the full applicable premiums (employer and employee contributions) directly to the County's Benefit office no later than the Monday of the County's pay week.

c. Employees on an Unapproved, Unprotected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are absent from work on an unapproved, unprotected leave of absence (unauthorized leave) are not eligible for health benefits. Active employee benefits will be terminated and continuation of benefits will be offered through the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) through the County's COBRA administrator.

d. Part-time Employees (as defined in Section 2.4) [Includes changes from County's last proposal on 8/10/22]

Part-time employees who receive medical insurance benefits pursuant to Section 2.4(a) shall maintain eligibility for medical insurance benefits during their benefit coverage period.

As required by the Affordable Care Act, part-time employees who receive medical insurance benefits pursuant to Section 2.4(b) shall maintain eligibility for medical insurance benefits during their benefit coverage period (stability period).

Employees under this section who are on an approved unprotected leave of absence will be required to pay the full applicable premiums (employer and employee contribution) directly to the County's Benefits office no later than the Monday of the County's pay week.

2.10 Coverage for Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), any County employee who is covered by County-offered health insurance and who dies while employed,

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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 premium by the due date.

[LEAVES FROM EMPLOYMENT]

3.4 **Holidays [no changes from County's last proposal on 8/10/22]**

The maximum value of any holiday (regular or floating) is eight (8) hours.

3.4.1 **Regular Holidays**

The following days are established as regular holidays for regular employees and eligible part-time employees (as defined ~~by~~ in Section 7.1): [*as defined in Section 7 or Section 7.1 for PPT, PRO, SUP*]

- (a) January 1 - New Year's Day
- (b) The third Monday in January - Martin Luther King, Jr.'s Birthday.
- (c) The third Monday in February - Washington's Birthday.
- (d) The last Monday in May - Memorial Day.
- (e) July 4 - Independence Day.
- (f) The first Monday in September - Labor Day.
- (g) November 11 - Veteran's Day.
- (h) Any November day designated as Thanksgiving Day.
- (i) The Friday following the day designated as Thanksgiving Day.
- (j) December 25 - Christmas Day.
- (k) 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 Board of Supervisors.

3.4.1.1 **Regular Holiday – Weekend Observance**

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. For employees who work in a seven (7) day per week work site, when a regular holiday falls on a Saturday, the regular holiday shall be observed on Saturday.

When a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees who work in a seven (7) day per week work site, when a regular holiday falls on a Sunday, the regular holiday shall be observed on Sunday.

3.4.3. **Floating Holidays [Includes changes from County's last proposal on 8/10/22]**

The following days are established as floating holidays for regular employees [*and part-time employees as defined in Section 7 for PPT, PRO, SUP*]:

- (a) ~~Each regular e~~Employee's birthday.

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- (b) February 12 - Lincoln's Birthday.
- (c) ~~September 9~~March 31 - ~~Admission Day~~Cesar Chavez's Birthday.
- (d) The second Monday in October - Columbus Day.
- ~~(e) — The Friday preceding any regular holiday which falls on a Saturday.~~

Employees hired after December 6, 2011, shall not be eligible for floating holidays ~~as described above except (e)~~ and are eligible for Flexible Holidays under Section 3.4.3.3 through June 30, 2023. Effective July 1, 2023, employees will be eligible for Floating Holidays.

~~3.4.3.2 Cesar Chavez's Birthday~~ [New proposal linked to Section 3.4.3 Floating Holidays and 3.4.3.3 Flexible Holidays]

~~Any employee who has at least eight hours of holiday or other vested banked time and requests Cesar Chavez's birthday off shall be granted such time off provided the employee's department or work unit meets its minimum staffing requirements.~~

3.4.3.3 Flexible Holidays [TA of County's 8/10/22 proposal to eliminate Flexible Holidays; proposing transition language to implement and modification of identified holidays]

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

- (a) ~~Each regular~~eEmployee's birthday
- (b) ~~September 9~~March 31 – ~~Admission Day~~Cesar Chavez's Birthday
- (c) The second Monday in October – Columbus Day
- (d) February 12 – Lincoln's Birthday

Effective July 1, 2023, employees hired on or after December 7, 2011, shall be eligible for Floating Holidays pursuant to Section 3.4.3, and Flexible Holidays will be eliminated.

3.4.3.4 Flexible Holiday Observance

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

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

Effective July 1, 2023, pursuant to Section 3.4.3.3, Flexible Holidays will be eliminated and Section 3.4.3.4 shall be terminated.

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3.8 General Unprotected Leave of Absence [No changes from County's last proposal on 7/13/22]

Leaves of absence identified in this section may be granted to regular full-time employees who have permanent Civil Service status and twelve (12) months or more of consecutive County service (permanent). Regular full-time employees with less than twelve (12) months continuous County service and who do not have Civil Service status (probationary) are eligible for leave under Section 3.8.1 Personal Medical Leave, only.

Employees who take leave under this section are required to use at least forty-one (41) hours of accrued leave and exhaust all available leave accruals before taking leave without pay. Use of sick leave accruals is subject to the conditions specified in Section 3.3.2.

Leaves of absence taken under this section will be known as unprotected leave. For protected leave, see Section 3.9.

3.9 Federal and State Protected Leave [Add section heading for SUP] [No changes from County's last proposal on 7/13/22]

San Joaquin County will comply with applicable state and federal laws that provide eligible employees job-protected leave if an employee or an employee's qualifying family member has a serious health condition (as defined in Section 12945.2 of the Government Code, or Section 29 CFR 825.113 of the federal Family Medical Leave Act) or specific eligible family needs.

For purposes of this section, leave under state and federal laws will be known as protected leave.

3.9.1 State Family Leave

For issues related to illness, this section applies to medical leaves of absence that meet the definition of a "serious health condition" as defined in Section 12945.2 of the Government Code or Section 29 CFR 825.113 of the Family and Medical Leave Act. San Joaquin County will comply with the California Family Rights Act, maintaining all rights and provisions that are permitted by State law.

3.9.2 Federal Family and Medical Leave Act

San Joaquin County will comply with the federal Family and Medical Leave Act, maintaining all rights and provisions that are permitted by federal law.

3.9.5 Use of Leave Accruals While on Protected Leave

Employees receiving wage replacement benefits, such as State Disability Insurance (SDI) or Paid Family Leave (PFL), are not required to use leave accruals while on protected leave. Employees may elect to use available leave accruals in conjunction with wage replacement benefits to receive no more than 100% of their salary.

Employees who are not receiving wage replacement benefits must use available leave accruals to maintain at least forty-one (41) hours of paid time per pay period, and must exhaust all available leave accruals prior to taking leave without pay. Use of leave accruals is subject to the requirements of Section 3 of this MOU, to the extent permitted by state and federal law.

[COMPENSATION]

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Term: 44 months through June 30, 2026

4.1 Salaries [Includes changes from the County's last proposal on 8/24/22]

- a) Effective **October 24, 2022**, all employees shall receive a Cost of Living adjustment of **6%** of base salary.
- b) Effective **October 23, 2023**, all employees shall receive a Cost of Living adjustment of **5%** of base salary.
- c) Effective **October 21, 2024**, all employees shall receive a Cost of Living adjustment of **2%** of base salary.
- d) Effective **October 20, 2025**, all employees shall receive a Cost of Living adjustment of **2.5%** of base salary.

4.1.1 Salary Compaction [NEW] [SUP]

The County will maintain a minimum 7% salary spread between each supervisor and the highest paid subordinate immediately preceding it within a classification series (for whom the supervisor prepares the Employee Performance Evaluation) through one of the following methods:

- 1. Should the same level of salary compaction be present with all supervisors in the same classification, the County agrees to adjust the base salary to provide a salary grade spread between the classifications of the supervisor(s) and the highest paid subordinate(s) within the classification series (for whom the supervisor prepares the Employee Performance Evaluation) of no less than seven (7%) percent.
- 2. Should salary compaction not impact all supervisors in a classification at the same level, individual compaction supplements will be utilized in order to maintain a salary spread between a supervisor and the next highest paid subordinate within the classification series (for whom the supervisor prepares the Employee Performance Evaluation) of no less than seven (7%) percent.

The salary spread in both instances will be determined by comparing Step 1 of the supervisor to Step 1 of the highest paid subordinate.

4.2.3 Shift Differential [OOT, PPT, SUP, TLI] [No changes from County's last proposal on 8/24/22]

The shift differential will be \$1.15 per hour for p.m. and split shifts, \$1.45 per hour for night shifts, and \$1 per hour for weekend shifts.

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

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

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WEEKEND: Any work shift which begins on or after 4:00 a.m. on Saturday and before 8:00 p.m. on Sunday.

4.2.3 Shift Differential [PRO] [No changes from County's last proposal on 8/24/22]

The shift differential will be \$1.15 per hour for p.m. and split shifts, \$1.45 per hour for night shifts, and \$1 per hour for weekend shifts.

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

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

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon.

P.M.: Any work shift which begins on or after 12:00 p.m. and before 8:00 p.m.

NIGHT: Any work shift which begins on or after 8:00 p.m. and before 4:00 a.m.

WEEKEND: Any work shift which begins on or after 4:00 a.m. on Saturday and before 8:00 p.m. on Sunday

4.2.3 Shift Differential [SIC] [No changes from County's last proposal on 8/24/22]

The shift differential will be \$1.15 per hour for p.m. and split shifts, \$1.45 per hour for night shifts, and \$1 per hour for weekend shifts.

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

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon.

P.M.: Any work shift which begins on or after 12:00 p.m. and before 8:00 p.m.

NIGHT: Any work shift which begins on or after 8:00 p.m. and before 4:00 a.m.

WEEKEND: Any hours work shift which begins on or after 4:00 a.m. on Saturday and before 8:00 p.m. on Sunday

4.2.4 Standby Pay [OOT, PRO, SIC, SUP, TLI] [No changes from County's last proposal on 8/24/22]

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

Employees who perform standby duty shall be compensated at 25% of their regular hourly rate.

4.2.4 Standby Pay [PPT] [No changes from County's last proposal on 8/24/22]

A department head, with the approval of the County Administrator or designee, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately.

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An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at 25% of their regular hourly rate.

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

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

4.2.6.1 Behavioral Health Services Assignment Pay [Includes changes from County's last proposal on 8/24/22]

Employees in the following classifications who are assigned to Crisis, Crisis Stabilization Unit (CSU), or the Psychiatric Health Facility (PHF) of Behavioral Health Services (BHS), and assigned to directly work with patients, shall receive a supplement of ~~2.53~~ 3% of base pay:

[OOT]
Office Worker I/II
Office Assistant
Senior Office Assistant
Office Assistant Specialist

[SUP]
Office Supervisor

[PPT]
Administrative Assistant I/II

4.2.6.4 Medical Guarded Unit and Special Care Clinic (San Joaquin General Hospital) [OOT, PPT, SUP] [NEW for PRO]

Employees who are assigned to the Medical Guarded Unit (MGU) or the Special Care Clinic (SCC) at San Joaquin General Hospital shall receive a pay supplement of 3% for each hour worked in the MGU or SCC.

4.2.12 Bilingual Pay [No changes from County's last proposal on 6/15/22]

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

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

4.2.15 Additional Compensation [PRO] [Addition to TA reached on County proposal of 8/10/22 to incorporate 2000 Board Order]

Employees in the Deputy Auditor-Controller series who possess a Certified Public Accountant (CPA) certification and license shall receive a pay supplement of 2% of their base salary.

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4.2.15 Additional Compensation [TLI]

Employees in the Park Worker series who have a Class A license shall receive 2.5% of their base salary. [Incorporates 1991 Board Order]

4.7 License Reimbursement [PRO]

Employees in the Weights and Measures division of the Agricultural Commissioner's Office whose position requires they have and maintain a Class A or Class B license shall receive reimbursement for the renewal of the required license, but not the initial license.

4.14 Field Training Officer Pay [NEW] [SIC]

Employees assigned Field Training Officer (FTO) duties shall receive a pay supplement of 2.5% of base pay.

[DAYS AND HOURS OF WORK - OVERTIME]

5.1.1 Work Site Closure [No changes from County's last proposal on 7/13/22]

If the County Administrator or designee closes a work site because it is unsafe or because work operations cannot be carried out, regular employees who are scheduled to work and who are not reassigned to alternate work sites and are subsequently sent home shall receive administrative pay for the remainder of the scheduled work day. Other regularly scheduled employees who are sent home may be paid, at the discretion of the department head, for the balance of their scheduled work day. Such employees sent home shall remain available to return to the work site for the duration of the time on which they are on [add "on" for PRO, SUP] administrative leave.

The County will make all reasonable efforts to relocate or reassign employees affected by such situations and may continue affected employees on paid leave for the duration of the closure. Employees will not be assigned to work in job functions for which they are not qualified.

All attempts shall be made by the County Administrator or designee to locate another work site/facility as quickly as possible.

5.5 Callback [No changes from County's last proposal on 6/15/22]

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

5.5.1 Employees Required to Report to a Work Location

Employees who, following completion of their assigned work day and who have left their worksite or who are on standby, are notified to physically return to a work site shall be compensated for the actual time worked, but not less than three (3) hours, each time the employee is called back. If the employee is sent home before the three (3) hour minimum is reached and recalled back to work during the three (3) hour

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minimum, the employee is not granted another three (3) hour minimum as the employee would continue working under the first callback three (3) hour minimum.

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

5.5.2 Employees Not Required to Report to a Work Location

Employees who are off duty and/or on standby who are required to handle telephone calls and related work remotely shall be paid for the actual time worked. Time worked will be rounded to the nearest quarter hour in which they are on the phone or handling related work. Time spent on non-work related activities shall not be compensated.

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

- 1 to 22 minutes = 15 minutes of callback
- 23 to 37 minutes = 30 minutes of callback
- 38 to 52 minutes = 45 minutes of callback
- 53 to 67 minutes = 60 minutes of callback

Example

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

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

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

5.8 Alternative Schedules [No changes from County's last proposal on 8/10/22]

SEIU Local 1021 and the County of San Joaquin recognize that alternative schedules, including 9/80s, 4/10s, and telework, are important components to recruitment and retention of an engaged workforce. Departments may offer a variety of work schedules and teleworking options in accordance with County policy and individual MOU provisions. Teleworking is outlined in the Telework Agreement between the County and SEIU.

5.8.1 Alternate Work Schedules [Includes changes from County's last proposal on 8/10/22]

Upon approval by the Department Head, employees may be assigned to alternate work schedules. When employees are assigned to an alternate work schedule, the Union will receive a notification that includes the name(s) of the employee(s), the department, and the assigned alternate work schedule.

Individual alternate work schedules, include, but are not limited to, a "4-10" plan, a "9-80" plan, a

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“straight 8” plan, or a 12-hour shift plan which do not violate the Fair Labor Standards Act or Section 5.3 of this Memorandum. Individual alternative work schedules will be administered under the guidelines outlined in the County’s Alternative Work Schedule Agreement, with the signed copy being sent to the Union.

When a written request for an individual alternate work schedule is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

The County recognizes that any shift/schedule pattern changes which affect an entire department or department of a division may require a meet and confer over the impacts of the shift/schedule pattern change.

[SALARY ADMINISTRATION]

6.2.2 Eligibility for Step Increases for Part-Time and Temporary Employees [No changes from County’s last proposal on 6/15/22]

Employees designated as part-time or temporary shall complete 2080 hours of unbroken service (not taken off payroll) and a minimum of twenty-six (26) bi-weekly pay periods before advancing to next higher step of the salary range.

[PART-TIME EMPLOYMENT]

7.1 Definitions of ~~Temporary~~ Part-time and ~~Part Time~~ Temporary [Includes changes from County’s last proposal on 6/15/22]

Definitions for part-time and temporary employment shall be as follows:

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

Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (see Section ~~2.3.2.22.4~~), step increases (see Section 6.2.2) and/or holiday pay (see Section 3.4.2.52).

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

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

[RETIREMENT]

8.2.1 Retirement Benefits – Final Compensation Period [Includes changes from County’s last proposal on 8/24/22]

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For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the twelve (12) consecutive months elected by the member at or before the time the member files an application for retirement or, if no election is made, the twelve (12) consecutive months [add “twelve (12) consecutive months” to PRO] immediately preceding the member’s retirement.

As provided by Section 7522.32 for employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months immediately preceding the member’s retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months, as designated by the member on the application for retirement.

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees’ Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual’s retirement system membership commended prior to January 1, 2013, pensionable compensation shall be defined as base pay only and will be referred to as Tier II B.

8.3 Retirement Contributions [Includes changes from County’s last proposal on 8/24/22]

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier I members contributions as determined annually by the plan actuary pursuant to Section 31621.3 for General Members of SJCERA Tier I, and pursuant to Section 31639.5 for Safety Members of SJCERA Tier I and expressed as a percentage of payroll shall be known as the “Basic Member Contribution Rate.” Employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate applicable to their member category plus the increase in that rate as specified in Government Code Section 31631.5(a)(1), not to exceed 50% of the normal cost of benefits. The increase in the rate specified in Section 31631.5(a)(1) that is applicable to county peace officers shall be the increase in the rate applicable to all Safety Members of SJCERA Tier I.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contribution.

Employees who are Safety Members of SJCERA Tier I and employees who were General Members of SJCERA Tier I on March 7, 1973, and remained continuously in membership until having credit for, thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to what their retirement contributions would be if they were still making such contributions (Government Code Sections 31625.2 and 31664.1).

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees’ Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual’s retirement system membership commended prior to January 1, 2013, shall pay contribution on base pay only and will be referred to as Tier II B.

[WORKER’S COMPENSATION AND EMPLOYEE SAFETY]

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10.3.1 Boot Allowance [PPT] **[Includes changes from the County's last proposal on 8/17/22]**

- (a) The County will provide biennial reimbursement of up to \$200 for employees in the Building Inspector I/II classifications in the Community Development Department who are required to purchase boots meeting the suitable footwear standard set by the Community Development department:
- (b) On July 1 of each year, the County will provide a lump sum allowance of \$175 for certain designated classifications of employees in General Services and Weights and Measures who are required to purchase boots meeting the suitable footwear standard set by the department.

For employees hired on or after July 1, the County will provide reimbursement of up to \$175. Thereafter, the employee shall receive the annual lump sum allowance on July 1 of each year.

The department and the Auditor Controller's Office will work to ensure the timely processing of requests for reimbursement, subject to all existing reimbursement policies.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work ~~he/she~~they is-are performing.

[EMPLOYEE PROPERTY AND EQUIPMENT]

13.2 Uniform Allowance [OOT] **[No change from County's last proposal on 8/10/22]**

Employees of this unit required to wear uniforms in the Sheriff's Department shall receive a bi-weekly uniform allowance of \$12.

13.2 Uniform Allowance [SIC] **[No change from County's last proposal on 8/10/22]**

Employees in the following classifications shall receive, upon initial hire into the classification, an initial uniform allowance of \$100 and a lump sum uniform allowance on or about the pay day nearest December 1. For employees who have worked less than one (1) year's continuous service in the classification, the lump sum received shall be a pro rata portion of the uniform allowance. If an employee in this classification leaves employment during the year, a pro rata portion of the uniform allowance shall be paid on or about the last day of employment.

<u>Class</u>	<u>Lump Sum on or about payday nearest Dec. 1</u>
Sheriff's Animal Service Officer I, II	457.60

Employees in the following classifications shall receive, upon initial hire into the classification, an initial uniform allowance of \$100. On the first day of the first bi-weekly pay period after one (1) year's continuous service in such classifications, the employee shall receive the specified bi-weekly uniform allowance:

<u>Class</u>	<u>Bi-weekly after 1 continuous year</u>
Sheriff Material Specialist series	17.92
Sheriff Inmate Labor Specialist series	17.92

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Employees in the following classifications receive, upon initial hire into the classification, an initial uniform allowance of \$100 and a lump sum uniform allowance on or about the pay day nearest December 1. For employees who have worked less than one (1) year's continuous service in the classification, the lump sum received shall be a pro rata portion of the uniform allowance. If an employee in this classification leaves employment during the year, a pro rata portion of the uniform allowance shall be paid on or about the last day of employment.

<u>Classification</u>	<u>Lump Sum on or about payday nearest Dec. 1</u>
Evidence Custodian	465.92
Evidence Technician series	550.00
Medical Examiner Investigator series	550.00

The County shall provide uniform shirts to employees in the classifications of Juvenile Detention Officer, Juvenile Detention Officer Assistant, Juvenile Detention Unit Supervisor and Juvenile Facility Supervisor as follows:

- (a) Five (5) shirts for new regular full-time employees within one month of their hire date.
- (b) Three (3) shirts for new part-time or temporary employees within one month of their hire date.
- (c) Upon employee request, up to three (3) shirts at the beginning of each fiscal year (this section will not apply to employees hired four (4) months prior to the start of the fiscal year). Employees must submit their request for uniform shirts directly to the Probation Department.

13.2 Uniform Allowance [SUP] [No change from County's last proposal on 8/10/22]

Employees in the classification of Supervising Medical Examiner Investigator shall receive, upon initial hire into the classification an initial uniform allowance of \$100 and a lump sum uniform allowance on or about the pay day nearest December 1 to purchase the required uniform (jackets shall be provided at County expense). For employees who have worked less than one (1) year's continuous service in the classification, the lump sum received shall be a pro rata portion of the uniform allowance. If an employee in this classification leaves employment during the year, a pro rata portion of the uniform allowance shall be paid on or about the last day of employment. For the purpose of this section, employees who have entered into the class from Medical Examiner Investigator without a break in service will not be considered new hires.

The County shall provide employees in the Airport Operations Supervisor classification with five (5) logo shirts each fiscal year.

13.2 Uniform Allowance [TLI] [No change from County's last proposal on 8/10/22]

Employees in the classes of Storekeeper I, Laundry Assistant and Lead Laundry Worker who are assigned to the Custody Division of the Sheriff's Department and are required to wear a uniform shall receive, upon initial employment (hiring) by the County, a uniform allowance of \$100. On the first day of the first bi-weekly pay period after one (1) year of continuous service in such class, such employee shall receive a uniform allowance of \$12 bi-weekly. Employees in this class who have less than one (1) year of service shall receive a bi-weekly uniform allowance of \$3.20.

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The County agrees to furnish coveralls and respirators to Agricultural employees in the classes of Pest Abatement Operator I and II and unit employees at Stockton Metropolitan Airport who work with herbicides and pesticides.

Employees in the classifications of Lead Mechanic and Automotive Mechanic shall be provided seven (7) pairs of coveralls from a lease, launder and repair company, each fiscal year at County expense.

Employees required to wear coveralls in the classifications of Heavy Equipment Mechanic and Welder and employees in the classifications of Equipment Service Worker II/III that lubricate machinery, Solid Waste Equipment Operator I/II, and the Solid Waste Recovery Worker series, shall be provided with eleven (11) pairs of coveralls from a lease, launder and repair company, each fiscal year at County expense. San Joaquin General Hospital (SJGH) Housekeeping Service Workers who are assigned to the trash positions shall be provided six (6) pairs of coveralls to be laundered at SJGH. The coveralls supplied to employees in the Welder classification shall be made from fire safe material. Employees in the classification of Equipment Service Worker I shall be provided with three (3) pairs of coveralls each fiscal year at County expense.

Each employee in the Park Worker series shall be provided with four (4) uniform shirts each fiscal year at County expense. The County shall provide all Utility District Maintenance Workers and the Utility District Foreman with three (3) pairs of coveralls and six (6) pairs of gloves.

The County shall provide employees in the Airport Operations and Crafts Worker classification series assigned to the Stockton Metropolitan Airport with five (5) logo shirts each fiscal year.

The County shall provide rubberized gloves to Crafts Workers assigned to the County Jail, San Joaquin General Hospital and County Juvenile Justice Center who handle undesirable waste material.

13.3 Boot Allowance [OOT] [Includes changes from County's last proposal on 8/17/22]

- (a) The County will provide annual reimbursement of up to \$125 for certain classifications of employees in Public Works who are required to purchase boots meeting the suitable footwear standard set by the Department of Public Works.
- (b) The County will provide annual reimbursement of up to \$225 for certain classifications of employees in Public Works who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard).

The department and the Auditor Controller's Office will work to ensure the timely processing of requests for reimbursement, subject to all existing reimbursement policies.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work ~~he/she~~they is-are performing.

13.3 Boot Allowance [SIC] [Includes changes from County's last proposal on 8/17/22]

- (a) The County will provide biennial reimbursement of up to \$200 for employees in the Code Enforcement Officer series in the Community Development Department who are required to purchase boots meeting the suitable footwear standard set by the Community Development Department.

**County Proposal to SEIU
August 31, 2022**

- (b) On July 1 of each year, the County will provide a lump sum allowance of \$225 for employees in the classification of Sheriff Inmate Labor Specialist I, II, and III at the Sheriff's Office who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard).

For employees hired after on or after July 1, the County will provide reimbursement of up to \$225. Thereafter, the employee will receive the annual lump sum allowance on July 1 of each year.

The department and the Auditor Controller's Office will work to ensure the timely processing of requests for reimbursement, subject to all existing reimbursement policies.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work ~~he/shethey is-are~~ performing.

13.3 Boot Allowance [SUP] [Includes changes from County's last proposal on 8/17/22]

- (a) The County will provide biennial reimbursement of up to \$200 for employees in the Senior Building Inspector classification in the Community Development Department who are required to purchase boots meeting the suitable footwear standard set by the Community Development Department.

- (b) On July 1 of each year, the County will provide a lump sum allowance of \$175 for designated classifications of employees in Public Works who are required to purchase boots meeting the suitable footwear standard set by the department.

For employees hired after on or after July 1, the County will provide reimbursement of up to \$175. Thereafter, the employee will receive the annual lump sum allowance on July 1 of each year.

- (c) On July 1 of each year, the County will provide a lump sum allowance of \$225 for certain classifications of employees in Public Works who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard).

For employees hired after on or after July 1, the County will provide reimbursement of up to \$225. Thereafter, the employee will receive the annual lump sum allowance on July 1 of each year.

The department and the Auditor Controller's Office will work to ensure the timely processing of requests for reimbursement, subject to all existing reimbursement policies.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work ~~he/shethey is-are~~ performing.

13.3 Boot Allowance [TLI] [Includes changes from County's last proposal on 8/17/22]

On July 1 of each year, the County will provide a lump sum allowance for employees who are required to purchase boots as follows:

**County Proposal to SEIU
August 31, 2022**

- (a) The County will provide an allowance of \$175 for designated classifications of employees in General Services, Public Works, and Parks and Recreation who are required to purchase boots meeting the suitable footwear standard set by the department.

- (b) The County will provide an allowance of \$225 for certain classifications of employees in Public Works and the Stockton Metropolitan Airport who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard).

For employees hired after on or after July 1, the County will provide reimbursement of up to amount stated above. Thereafter, the employees will receive the annual lump sum allowance on July 1 of each year.

The department and the Auditor Controller's Office will work to ensure the timely processing of requests for reimbursement, subject to all existing reimbursement policies.

The Union acknowledges it is the employee's responsibility to purchase and maintain proper fitting boots with appropriate soles for the type of work ~~he/she~~they is-are performing.

4th Counter Proposal from SEIU 1021 to San Joaquin County All MOU's

date:

8/31/22

4. Compensation

4.1 Salaries

Effective October 21, 2022 all employees shall receive a Cost of Living Adjustment of ~~15-12-11-9-8~~ 15-11-9-8 % of base salary.

Effective July 1, 2023 all employees shall receive a Cost of Living Adjustment of ~~15-11-8-7~~ 15-11-8-7 % of base salary.

Effective July 1, 2024 all employees shall receive a Cost of Living Adjustment of ~~15-10-4~~ 15-10-4 % of base salary.

Effective July 1, 2025 all employees shall receive a Cost of Living Adjustment of ~~9-7-4~~ 9-7-4 % of base salary.

**County Proposal to SEIU
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WEEKEND: Any work shift which begins on or after 4:00 a.m. on Saturday and before 8:00 p.m. on Sunday.

4.2.3 Shift Differential [PRO] [No changes from County's last proposal on 8/24/22]

The shift differential will be \$1.15 per hour for p.m. and split shifts, \$1.45 per hour for night shifts, and \$1 per hour for weekend shifts.

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

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

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

4.2.3 Shift Differential [SIC] [No changes from County's last proposal on 8/24/22]

The shift differential will be \$1.15 per hour for p.m. and split shifts, \$1.45 per hour for night shifts, and \$1 per hour for weekend shifts.

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

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

4.2.4 Standby Pay [OOT, PRO, SIC, SUP, TLI] [No changes from County's last proposal on 8/24/22]

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

Employees who perform standby duty shall be compensated at 25% of their regular hourly rate.

4.2.4 Standby Pay [PPT] [No changes from County's last proposal on 8/24/22]

A department head, with the approval of the County Administrator or designee, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately.

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COUNTY UNION

8/31/2022

Proposal from SEIU 1021 to San Joaquin County

date: _____
10:35

The following exists for the PPT, PRO and SUP MOU's

SEIU 1021 is proposing that the following language be inserted into the OOT, SIC, TLI MOU's

SEIU 1021 is also proposing the following changes for the PPT/PRO/SUP MOU

5.1.1 Work Site Closure

If the County Administrator 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 sites and are subsequently sent home shall receive administrative pay for the remainder of the scheduled workday. Other regularly scheduled employees who are sent home may be paid, at the discretion of the department head, for the balance of their scheduled workday. Such employees sent home shall remain available to return to the work site for the duration of the time on which they are being paid administrative leave.

The County will make all reasonable efforts to relocate or reassign employees affected by such situations and may continue affected employees on paid leave for the duration of the closure. Employees will not be assigned to work in job functions for which they are not qualified.

All attempts shall be made by the County Administrator or designee to locate another work site/facility as quickly as possible.

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POH WRP

County Proposal to SEIU
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An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

TIA
prw
pay

Employees who perform standby duty shall be compensated at 25% of their regular hourly rate.

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

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

4.2.6.1 Behavioral Health Services Assignment Pay [Includes changes from County's last proposal on 8/24/22]

Employees in the following classifications who are assigned to Crisis, Crisis Stabilization Unit (CSU), or the Psychiatric Health Facility (PHF) of Behavioral Health Services (BHS), and assigned to directly work with patients, shall receive a supplement of ~~2.53~~ 2.53% of base pay:

- [OOT]
- Office Worker I/II
- Office Assistant
- Senior Office Assistant
- Office Assistant Specialist

- [SUP]
- Office Supervisor

- [PPT]
- Administrative Assistant I/II

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DATE: 8/31/2022
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4.2.6.4 Medical Guarded Unit and Special Care Clinic (San Joaquin General Hospital) [OOT, PPT, SUP] [NEW for PRO]

prw
TIA
revis

Employees who are assigned to the Medical Guarded Unit (MGU) or the Special Care Clinic (SCC) at San Joaquin General Hospital shall receive a pay supplement of 3% for each hour worked in the MGU or SCC.

4.2.12 Bilingual Pay [No changes from County's last proposal on 6/15/22]

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

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

4.2.15 Additional Compensation [PRO] [Addition to TA reached on County proposal of 8/10/22 to incorporate 2000 Board Order]

Employees in the Deputy Auditor-Controller series who possess a Certified Public Accountant (CPA) certification and license shall receive a pay supplement of 2% of their base salary.

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**County Proposal to SEIU
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“straight 8” plan, or a 12-hour shift plan which do not violate the Fair Labor Standards Act or Section 5.3 of this Memorandum. Individual alternative work schedules will be administered under the guidelines outlined in the County’s Alternative Work Schedule Agreement, with the signed copy being sent to the Union.

When a written request for an individual alternate work schedule is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

The County recognizes that any shift/schedule pattern changes which affect an entire department or department of a division may require a meet and confer over the impacts of the shift/schedule pattern change.

[SALARY ADMINISTRATION]

6.2.2 Eligibility for Step Increases for Part-Time and Temporary Employees [No changes from County’s last proposal on 6/15/22]

Employees designated as part-time or temporary shall complete 2080 hours of unbroken service (not taken off payroll) and a minimum of twenty-six (26) bi-weekly pay periods before advancing to next higher step of the salary range.

[PART-TIME EMPLOYMENT]

7.1 Definitions of Temporary Part-time and Part-Time Temporary [Includes changes from County’s last proposal on 6/15/22]

Definitions for part-time and temporary employment shall be as follows:

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

Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (see Section ~~2.3.2.22.4~~), step increases (see Section 6.2.2) and/or holiday pay (see Section 3.4.2.52).

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

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

[RETIREMENT]

8.2.1 Retirement Benefits – Final Compensation Period [Includes changes from County’s last proposal on 8/24/22]

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BHA WRP

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For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the twelve (12) consecutive months elected by the member at or before the time the member files an application for retirement or, if no election is made, the twelve (12) consecutive months [add “twelve (12) consecutive months” to PRO] immediately preceding the member’s retirement.

As provided by Section 7522.32 for employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months immediately preceding the member’s retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months, as designated by the member on the application for retirement.

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees’ Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual’s retirement system membership commended prior to January 1, 2013, pensionable compensation shall be defined as base pay only and will be referred to as Tier II B.

8.3 Retirement Contributions [Includes changes from County’s last proposal on 8/24/22]

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier I members contributions as determined annually by the plan actuary pursuant to Section 31621.3 for General Members of SJCERA Tier I, and pursuant to Section 31639.5 for Safety Members of SJCERA Tier I and expressed as a percentage of payroll shall be known as the “Basic Member Contribution Rate.” Employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate applicable to their member category plus the increase in that rate as specified in Government Code Section 31631.5(a)(1), not to exceed 50% of the normal cost of benefits. The increase in the rate specified in Section 31631.5(a)(1) that is applicable to county peace officers shall be the increase in the rate applicable to all Safety Members of SJCERA Tier I.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contribution.

Employees who are Safety Members of SJCERA Tier I and employees who were General Members of SJCERA Tier I on March 7, 1973, and remained continuously in membership until having credit for, thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to what their retirement contributions would be if they were still making such contributions (Government Code Sections 31625.2 and 31664.1).

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees’ Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual’s retirement system membership commended prior to January 1, 2013, shall pay contribution on base pay only and will be referred to as Tier II B.

[WORKER’S COMPENSATION AND EMPLOYEE SAFETY]

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PRO

5.5 Call Back Overtime ~~OOT/TLI~~

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

5.5.1 Definition Employees Required to Report to a Work Location

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

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

PRO, PPT, SIC, SUP

5.5.1-Definition Employees Required to Report to a Work Location

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

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

ALL UNITS

5.5.2 Compensation Employees Not Required to Report to a Work Location

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

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

1 to 22-15 minutes = 15 minutes of callback

23-30 to 31-45 minutes = 30 minutes of callback

38-45 to 46-60 minutes = 45 minutes of callback

53-60 to 61-90 minutes = 60 minutes (1 hour) of callback

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COUNTY UNION

[Handwritten signature]

[Handwritten signature]

**County Proposal to SEIU
August 31, 2022**

4.X [Section TBD]	Shelter Facility Pay	County 8/10/22	5% supplement for employees assigned to MGCS for each hour worked at the shelter
6.8	Underfilling	County 7/13/22	Update to current classification titles and remove classes that are no longer applicable
7.2	Compliance with Part-time and Temporary Definition	County 6/15/22	Clean up and deletes outdated language
13.4 et al.	Raingear	SEIU 8/17/22	Expands raingear provided to employees at the Sheriff's Office, Airport, and Public Works.
14.2.1 [PPT, PRO, SUP]	Furlough Program	County 7/13/22	Identifies call off order at SJGH

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Section 2
Except 2.9
pg 3-8 except 2.9 pyle-7

[INSURANCE]

2 **INSURANCE [No changes from County's last proposal on 6/30/22 unless otherwise listed]**

2.1 **Affordable Care Act (ACA)**

The County will maintain its health plans and health plan offerings in compliance with provisions of the Affordable Care Act (ACA).

2.2 **Effective Date of Coverage**

The effective date of coverage for new employee members in the health, dental, and vision insurance plans shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a regular employee or as a contract or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage, and the employee's completion and submission of any required enrollment forms and supporting documentation.

Upon first becoming eligible for health insurance coverage, all eligible employees have 60 calendar days to enroll in such insurance coverage. Employees failing to enroll within this time frame shall be deemed to have waived coverage and shall not be eligible to enroll until the next open enrollment period, or under a qualifying life event outside of the open enrollment period.

2.3 **Medical Insurance: Full-time Employees [no changes from County's last proposal on 8/17/22]**

The County shall provide medical insurance coverage for eligible employees and dependents in one of several plans. The plans shall, at minimum, include a PPO and an HMO plan. The County may modify the number and type of plans available, and plan design, subject to prior notice. Medical plans offered to employees may be either self-funded by the County or fully insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors. Employees may opt-out of medical insurance coverage during each open enrollment period or during a qualifying life event by completing an enrollment form and selecting the "Opt Out" option.

A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

**County Proposal to SEIU
August 31, 2022**

Currently, Kaiser plans are included with the County's plan offerings. In the event the County no longer offers Kaiser plan options, the County and SEIU will meet and confer over the impact of discontinuing the Kaiser plan.

2.3.1 Medical Insurance Premiums: Full-time Employees

The County will contribute 80% of the premium and the employee shall contribute 20% of the premium for employees electing the standard PPO or the standard HMO plans at all tier levels (employee only, employee plus one, employee plus family). Standard plans are noted on the County's website.

For employees electing the buy-up PPO Plan, the County shall contribute at the same coverage level as the standard PPO Plan County contribution at all tier levels. Employees will pay the difference between the County contribution and the full rate of the buy-up PPO Plan at each coverage level.

If on a leave of absence without pay, refer to Section 2.9 – Continuation of Insurance Benefits While on Leave of Absence.

2.3.1.1 Medical Insurance Stipend: Full-time Employees

Regular full-time employees hired on or before July 1, 2012, whose base salary is \$40,000 per year or less and have employee-only coverage shall receive a ten dollar (\$10.00) per month stipend for medical insurance premiums provided the employee's share of the medical insurance premium increases by ten dollars (\$10.00) or more per month as a result of the implementation of the medical insurance premium cost share provided in Section 2.3.1 or any other subsequent increase in the employee's share of the medical insurance premium.

2.3.2 Dental Insurance: Full-time Employees

The County shall provide dental insurance coverage for eligible employees in one or more dental insurance plans. There shall be a primary dental plan, and a lower cost dental health maintenance organization (DHMO) plan may also be offered. Such plans may be fully insured or self-insured by the County. The County may also offer buy-up plan options. The County shall pay the employee-only premium and any increases thereof for the term of this memorandum in the standard plans. Any premium cost over the standard plan will be paid by the employee. Dependent dental coverage is available in any offered plans at the employee's expense.

For plans with orthodontia coverage, the plan will pay 50% of actual cost. The maximum amount of orthodontia coverage is \$1200, lifetime, per enrollee.

The maximum annual dental benefit per person in the primary dental plan shall be \$3,000. The DHMO has no annual maximum.

Effective with the next applicable open enrollment period after October 20, 2020, the County will add the Delta Dental Core and Delta Dental Buy-Up plans to the existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.3.3 Vision Insurance: Full-time Employees

**County Proposal to SEIU
August 31, 2022**

The County shall provide vision insurance coverage for eligible employees. The County may also offer buy-up plan options. Employees will receive the employee-only tier coverage at 100% for all vision plans, excluding the buy-up option, and any increases thereto, for the term of this memorandum. Any premium cost over the standard plan shall be paid by the employee. Dependent coverage is available at the employee's expense.

Effective with the next applicable open enrollment period after October 20, 2020, the County will add the VSP Buy-Up plan to the existing plan offerings. A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.4 Health Insurance: Part-time Employees

The County will offer medical benefits to eligible part-time employees under the following conditions:

(a) County Sponsored

Employees who have worked an average of 25 to less than 30 hours per week in the applicable measurement period will be offered medical benefits for the employee only in a County-specified plan (currently known as Plan C). Dependent coverage in the County-specified plan will be available for eligible dependents at the employee's expense. Participation is optional for eligible employees.

(b) Affordable Care Act (ACA) Eligible

Employees who have worked an average of 30 or more hours per week in the applicable measurement period pursuant to the ACA, will be offered the same medical benefit options as full-time employees for the employee only. Dependent coverage will be available for eligible dependents at the employee's expense. Participation is optional for eligible employees.

Part-time employees as defined in this section are not eligible for dental or vision insurance coverage.

2.4.1 Medical Insurance Premiums: Part-time Employees

Eligible part-time employees as defined in 2.4(a) shall receive the County contribution of 80% of the medical premium and the employee shall contribute 20% of the employee-only medical premium in the County-specified plan (currently known as Plan C). Dependent coverage in the County-specified plan is available for eligible dependents at the employee's expense.

Eligible part-time employees as defined in 2.4(b) shall receive the County contribution of 80% of the medical premium and the employee shall contribute 20% of the employee-only medical premium in the full-time health plans, excluding the buy-up PPO plan. Dependent coverage in the full-time medical plans is available for eligible dependents at the employee's expense.

2.5 Health Insurance: Part-time Employees as Defined in Section 7 [PPT, PRO, SUP]

Part-time employees eligible for benefits (as defined in Section 7) shall have access to medical, dental, and vision insurance options, and shall receive the full portion of the County's contribution to health insurance, as though they were regular full-time employees.

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2.6 Life Insurance

The County shall provide each eligible employee, with life insurance coverage as follows:

- (a) At least one but less than three continuous years of service -- \$1,000.
- (b) Three but less than five continuous years of service -- \$3,000.
- (c) Five but less than ten continuous years of service -- \$5,000.
- (d) Ten continuous years of service or more -- \$10,000.

For the purposes of this subsection only, a year is defined as twelve (12) consecutive calendar months of employment.

2.6.1 Additional Life Insurance

Eligible employees shall have the option to purchase additional term life insurance in increments of \$25,000 to a maximum of \$200,000 at the County's rate.

2.8 Flexible Benefits

Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed health care expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible health plan with an accompanying health savings account are not eligible to enroll in the flexible benefit program for unreimbursed health care expenses under this section. See Section 2.8.1.

2.8.1 Health Savings Account

For employees who are enrolled in a Health Savings Account (HSA)-Qualified High-Deductible Health Plan (HDHP), the County will contribute \$700 per year for Employee Only and \$1,400 per year for Employee plus dependent(s) to an HSA. Funds will be deposited through the County's payroll process and sent directly to the County's approved third party administrator (TPA), prorated over 26 pay periods. Employees can elect to make additional HSA contributions up to the IRS total combined (employer and employee contributions) HSA maximum contributions for single or family coverage.

Employees who are not enrolled in an HSA-Qualified HDHP or who participate in a flexible spending account as provided in Section 2.8 are not eligible for participation in an HSA under this section.

2.9 Continuation of Insurance Benefits While on Leave of Absence [no changes from County's last proposal on 8/10/22 unless indicated otherwise]

Modify 8/31 to 35 hours

a. Employees on an Approved, Protected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on a protected leave of absence as identified in Section 3.9 of this MOU, retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during

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the time of protected leave regardless of the amount of paid time. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or the employee must make arrangements with the County's Benefits office to pay the employee contribution of the premiums no later than the Monday of the County's pay week.

b. Employees on an Approved, Unprotected Leave of Absence

Employees receiving State Disability Insurance (SDI) wage replacement benefits and supplementing those benefits with accrued leave time to receive a full paycheck shall receive the County's contribution to their health, dental, vision and life insurance, and retirement, if applicable.

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are on an approved, unprotected leave of absence retain eligibility for the employer-paid premium contributions for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) bi-weekly pay periods, so long as they have at least forty-one (41) hours of paid time per pay period. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or must be paid directly to the County's Benefits office no later than the Monday of the County's pay week.

Employees under this section who have exhausted accruals and are on approved leave without pay shall be allowed, at the employee's own expense, to remain under the medical, dental, vision, and life insurance coverage for up to twenty-six (26) pay periods provided that the employee makes arrangements to pay the full applicable premiums (employer and employee contributions) directly to the County's Benefit office no later than the Monday of the County's pay week.

c. Employees on an Unapproved, Unprotected Leave of Absence

Regular full-time employees and part-time employees eligible for benefits (as defined in Section 7) who are absent from work on an unapproved, unprotected leave of absence (unauthorized leave) are not eligible for health benefits. Active employee benefits will be terminated and continuation of benefits will be offered through the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) through the County's COBRA administrator.

d. Part-time Employees (as defined in Section 2.4) [Includes changes from County's last proposal on 8/10/22]

Part-time employees who receive medical insurance benefits pursuant to Section 2.4(a) shall maintain eligibility for medical insurance benefits during their benefit coverage period.

As required by the Affordable Care Act, part-time employees who receive medical insurance benefits pursuant to Section 2.4(b) shall maintain eligibility for medical insurance benefits during their benefit coverage period (stability period).

Employees under this section who are on an approved unprotected leave of absence will be required to pay the full applicable premiums (employer and employee contribution) directly to the County's Benefits office no later than the Monday of the County's pay week.

2.10 Coverage for Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), any County employee who is covered by County-offered health insurance and who dies while employed,

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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 premium by the due date.

[LEAVES FROM EMPLOYMENT]

3.4 **Holidays [no changes from County's last proposal on 8/10/22]**

The maximum value of any holiday (regular or floating) is eight (8) hours.

3.4.1 **Regular Holidays**

The following days are established as regular holidays for regular employees and eligible part-time employees (as defined ~~by~~ in Section 7.1): [*as defined in Section 7 or Section 7.1 for PPT, PRO, SUP*]

- (a) January 1 - New Year's Day
- (b) The third Monday in January - Martin Luther King, Jr.'s Birthday.
- (c) The third Monday in February - Washington's Birthday.
- (d) The last Monday in May - Memorial Day.
- (e) July 4 - Independence Day.
- (f) The first Monday in September - Labor Day.
- (g) November 11 - Veteran's Day.
- (h) Any November day designated as Thanksgiving Day.
- (i) The Friday following the day designated as Thanksgiving Day.
- (j) December 25 - Christmas Day.
- (k) 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 Board of Supervisors.

3.4.1.1 **Regular Holiday – Weekend Observance**

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. For employees who work in a seven (7) day per week work site, when a regular holiday falls on a Saturday, the regular holiday shall be observed on Saturday.

When a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees who work in a seven (7) day per week work site, when a regular holiday falls on a Sunday, the regular holiday shall be observed on Sunday.

3.4.3. **Floating Holidays [Includes changes from County's last proposal on 8/10/22]**

The following days are established as floating holidays for regular employees [*and part-time employees as defined in Section 7 for PPT, PRO, SUP*]:

- (a) ~~Each regular e~~Employee's birthday.