

Proposal from SEIU 1021 to San Joaquin County

date: 6/30/22

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 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 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.

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

date

6/30/22

3.4 Holiday

3.4.1 Regular Holidays

The following days are established as regular holiday for regular employees and eligible part-time employees ~~(as defined in Section 7 or Section 7.1):~~

- (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.

The Union proposes adding the following:

1. **June 19- Juneteenth**

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

date 6/30/22

3.4 Holiday

3.4.1 Regular Holidays

The following days are established as regular holiday for regular employees and eligible part-time employees ~~(as defined in Section 7 or Section 7.1):~~

- (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.

The Union proposes adding the following:

1. Cesar Chavez Day (normally observed on March 31st)

Proposal from SEIU 1021 to San Joaquin County

All MOU's

date

6/30/22

Replaces previous proposal made by SEIU 1021

1.14 SEIU Executive Board Member Release Time

Specified bargaining unit employees elected or appointed to the SEIU 1021 Executive Board may be afforded reasonable release time to travel to and attend meetings which are required due to the duties of their union-wide office. Reasonable release time will be dependent upon the operational needs of the individual department to which the employee is assigned and shall not exceed a total of 36 days per **Fourteen (14) days per calendar year per board member** across all SEIU Bargaining units regardless of the number of Executive Board members employed by the County. **(Note, There can never be more than 6 employees from this Chapter on the Executive Board at any given time)**

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

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

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

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

County Proposal #10 to SEIU
June 15, 2022

to SEIU
11:20a
6/15/22

OOT, SIC, TLI

1 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

PPT, PRO, SUP

1 MANAGEMENT RIGHTS EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

TENTATIVE AGREEMENT
DATE July 1, 2022
COUNTY PORT UNION WPP

to SEIU 6/15/22
11:21a

County Proposal #01 to SEIU
June 15, 2022

1.4 Discrimination in Employment Prohibited

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

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

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

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

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

TENTATIVE AGREEMENT
DATE: July 1, 2022
COUNTY [Signature] UNION [Signature]

County Proposal #12 to SEIU
June 15, 2022

TO SEIU
6/15/22
11:25a

3.3.5 Sick Leave Abuse

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

TENTATIVE AGREEMENT
DATE July 1, 2022
COUNTY POST UNION WPA

County Proposal #04 to SEIU
June 15, 2022

to SEIU
6/15/22
11:32a

[LEAVES FROM EMPLOYMENT]

3.8.1 Personal Medical Leave without Pay

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

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

TENTATIVE AGREEMENT
DATE: July 1, 2022
COUNTY ONT UNION WRP

County Proposal #21 to SEIU
June 15, 2022

[LEAVES FROM EMPLOYMENT]

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

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

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

Done
1/15/2022
11:41

TENTATIVE AGREEMENT
DATE: July 1, 2022
COUNTY: [Signature] UNION: WRP

Revised
6/30/22

County Proposal #39 to SEIU
June 30, 2022

ALL UNITS

2 INSURANCE

2.1 Compliance with the 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). During the life of this agreement, the County will maintain its health plans in compliance with provisions of the Affordable Care Act (ACA).~~

~~Eligibility for health benefits for full-time employees will be determined based on the measurement and stability period provisions of the ACA. Coverage in the full-time health plans will be extended to employees who work on average 30 or more hours per week during each measurement period. This provision will be implemented at the start of the 2014-15 plan year. Eligible employees who do not receive a paycheck with sufficient funds to pay their share of health plan premiums during the stability period will have their coverage terminated. Benefits for those employees will be reinstated during any stability period in which they qualify for benefits if the employee receives a paycheck with sufficient funds for their payroll deductions for health benefits.~~

2.2 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans ~~provided employees~~ 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.

~~Effective January 1, 2017, or at such later date as determined feasible and following the conclusion of a meet and confer process with SEIU, the preceding paragraph becomes inoperative and the following will apply:~~

~~The effective date of coverage for new employee members in the health, dental, vision and life insurance plans shall be the first day of the first month next following the date of appointment as a regular employee or as a contract employee who, by such contract, is eligible for the stated insurance coverage, and the employee's completion and submission of any required enrollment forms and supporting documentation, if required.~~

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 Health-Medical Insurance-Options: Full-time Employees

The County shall provide an health-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. Health-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 health-medical insurance coverage during each open enrollment period or stability period-during a qualifying life event by completing an Opt Outenrollment Form and selecting the "Opt Out" option.

~~_____ Effective with the next applicable open enrollment period after October 20, 2020, the County will add the Sutter Health Plus HMO medical 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.~~

2.3.1 Health-Medical Insurance Premiums: Full-time Employees

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

~~Should the County find an alternative HMO or PPO plan that has the same or substantially the same level of benefits available under the Kaiser Plan or Select Plan, the County will provide the Union a copy of the Summary Plan Description for such alternate HMO and/or PPO plan and request that the Union agree to reopen the MOU for the purpose of bargaining about whether such alternate HMO and PPO plan should be offered to bargaining unit members during the next open enrollment period. The Union shall respond to the County's request to reopen the MOU for this limited purpose within 30 calendar days from its receipt of the request. If the parties mutually agree to reopen the MOU, the Union may propose its own alternate HMO or PPO plan options during such bargaining. An alternate HMO or PPO plan shall not be offered to employees unless it is mutually agreed to by the Union and County.~~

~~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 health insurance premiums provided the employee's share of the health insurance premium increases by ten dollars (\$10.00) or more per month as a result of the implementation of the health insurance premium cost share provided in the above paragraph or any other subsequent increase in the employee's share of the health insurance premium. [moved to Section 2.3.1.1]~~

For employees electing an-expandedthe buy-up PPO Plan, the County shall contribute at the same coverage level as the standard PPO Plan County contribution ~~for employee-only coverage~~

~~and dependent coverage at all tier levels.~~ Employees will pay the difference between the County contribution and the full rate of the ~~expanded buy-up~~ PPO Plan at each coverage level.

If on ~~a Leave leave~~ of ~~Absence absence Without without Pay pay.~~ – ~~Refer refer~~ to ~~section Section~~ 2.9 – Continuation of Insurance Benefits While ~~On-on~~ Leave ~~of Absence~~.

~~2.3.1.1 Medical Insurance Stipend: Full-time Employees~~ [moved from Section 2.3.1]

~~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 an option for 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 (currently Delta Dental and United Healthcare Dental). 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 Delta Dental or United Healthcare Dental 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, will be available. The plan will pay 50% of actual costs. The maximum amount of orthodontia coverage is \$1200, lifetime, per person 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.~~

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

~~Eligible part-time employees who have worked an average of 50 hours/bi-weekly in the previous year (assessed on a semi-annual basis) and have a minimum of 3120 total hours of unbroken service shall receive healthcare benefits (for employee only) in a County specified plan with Health Care Services as the sole provider except as designated in the plan. The County will pay 80% of the premium and the employee pays the remaining 20%. Participation is mandatory for all eligible employees. [moved to Section 2.4 with changes]~~

2.3.3 ~~Coverage for Surviving Dependents~~ Vision Insurance: Full-time Employees [moved from Section 2.5]

~~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, 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. [moved to Section 2.10]~~

~~The County shall provide one or more options for vision insurance coverage for eligible employees and dependents. The County may also offer buy-up plan options. The County shall pay an amount equal to the employee-only premium for the least expensive~~ Employees will receive the employee-only tier coverage at 100% for all vision insurance 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 vision coverage is available, at the employee's expense, is available to regular employees.

~~Should the County find an alternative vision plan that has the same or substantially the same level of benefits available under the Vision Service Plan (VSP), the County will provide the Union a copy of the Summary Plan Description for such alternate vision plan and request that the Union agree to reopen the MOU for the purpose of bargaining about whether such alternate vision plan should be offered to bargaining unit members during the next open enrollment period. The Union shall respond to the County's request to reopen the MOU for this limited purpose within 30 calendar days from its receipt of the request. If the parties mutually agree to reopen the MOU, the Union may propose its own alternate vision plan options during such bargaining. An alternate vision plan shall not be offered to employees unless it is mutually agreed to by the Union and County.~~

~~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.~~

2.3.4 ~~Health Plan Information~~

~~SEIU shall have input in the selection of the provider and the insurance broker for the County health, dental, and life insurance programs.~~

2.4 ~~Dental Insurance~~ Health Insurance: Part-time Employees

~~The County shall provide an option for dental insurance coverage for eligible employees and dependents 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 (currently Delta Dental and United Healthcare Dental). 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 Delta Dental or United~~

~~Healthcare Dental 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.~~

~~Orthodontic coverage will be available. The plan will pay 50% of actual costs. The maximum amount of orthodontia coverage is \$1200, lifetime, person.~~

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

~~Should the County find an alternative dental plan that has the same or substantially the same level of benefits available under the Delta Dental and/or United Healthcare Dental plans, the County will provide the Union a copy of the Summary Plan Description for such alternate dental plan(s) and request that the Union agree to reopen the MOU for the purpose of bargaining about whether such alternate dental plan(s) should be offered to bargaining unit members during the next open enrollment period. The Union shall respond to the County's request to reopen the MOU for this limited purpose within 30 calendar days from its receipt of the request. If the parties mutually agree to reopen the MOU, the Union may propose its own alternate dental plan options during such bargaining. An alternate dental plan(s) shall not be offered to employees unless it is mutually agreed to by the Union and County.~~

~~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. [moved to Section 2.3.2 with changes]~~

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 ~~Vision Insurance~~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.

~~The County shall provide one or more options for vision insurance coverage for eligible employees and dependents. The County may also offer buy-up plan options. The County shall pay an amount equal to the employee-only premium for the least expensive vision insurance plan, and any increases thereto, for the term of this memorandum. Any premium cost over the standard plan shall be paid by the employee. Dependent vision coverage, at the employee's expense, is available to regular employees.~~

~~Should the County find an alternative vision plan that has the same or substantially the same level of benefits available under the Vision Service Plan (VSP), the County will provide the Union a copy of the Summary Plan Description for such alternate vision plan and request that the Union agree to reopen the MOU for the purpose of bargaining about whether such alternate vision plan should be offered to bargaining unit members during the next open enrollment period. The Union shall respond to the County's request to reopen the MOU for this limited purpose within 30 calendar days from its receipt of the request. If the parties mutually agree to reopen the MOU, the Union may propose its own alternate vision plan options during such bargaining. An alternate vision plan shall not be offered to employees unless it is mutually agreed to by the Union and County.~~

~~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. [moved to Section 2.3.3 with changes]~~

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 ~~in this unit~~ 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.

~~2.7~~ State Disability Insurance [language incorporated under Section 2.9(B) with changes]

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

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. ~~The maximum amount an employee can elect is determined each year by the Internal Revenue Service.~~

~~All employees signing up for medical, dental or vision coverage will have the premiums deducted on a pre-tax basis unless otherwise requested. All employees will have the option of requesting that their premiums be deducted on an after-tax basis but must specify such in their open enrollment paperwork.~~

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. ~~It is recommended that individuals limit the combined HSA contribution to stay within IRS requirements for prorating based on a partial calendar year HDHP enrollment in order to avoid tax penalties.~~

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.

2.9/2.9.1 Continuation of Insurance Benefits While On Leave of Absence

~~[proposed changes for Sections 2.9 and 2.9.1 will be presented in a separate proposal]~~

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, 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. [moved from Section 2.3.3]~~

~~2.10 — Insurance Reopener [OOT and TLI only]~~

~~Either party may request to reopen this section of the MOU in December of any calendar year to discuss current insurance provisions or to propose new insurance provisions. Any modifications to current insurance provisions or any new provisions will be effective no earlier than July 1 of the succeeding calendar year, unless agreed to otherwise by the parties.~~

Revised
6/30/22

County Proposal #11 to SEIU
June 30, 2022

OOT, SIC, TLI

3.3.2 Sick Leave Usage

Subject to the conditions specified in this memorandum sick leave may be authorized for any of the following reasons:

- (a) Illness, injury or quarantine of the employee;
- (b) Medical, dental or optical care ~~Diagnosis, care, or treatment of an existing health condition -of, or preventative care for an~~ the employee or an employee's immediate family member;
- ~~(c) Illness, injury or quarantine of a member of the employee's immediate family which requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of eighty (80) hours in a fiscal year.~~

For the purpose of this Section, "immediate family" means the spouse, registered domestic partner, child, parent, sibling, grandparent ~~or~~, grandchild or great grandchild of the employee; or the child, parent, sibling, grandparent ~~or~~, grandchild, or great grandchild of the employee's spouse or registered domestic partner.

- ~~(d)~~ (dc) Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
- ~~(e)~~ (ed) An amount sufficient which, when added to an employee's disability indemnity benefits under Workers' Compensation, will result in a payment to the employee not more than the employee's regular salary.
- ~~(f)~~ (fe) An amount sufficient which, when added to an employee's ~~disability indemnity benefits~~ benefits under State Disability Insurance or Paid Family Leave (if applicable), will result in a payment to the employee not more than the employee's regular salary.
- ~~(g)~~ (gf) Regular employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.
- ~~(h)~~ (hg) Part-time and temporary employees who accrue sick leave pursuant to the Healthy Workplaces, Healthy Families Act of 2014, may use up to six (6) days, or forty-eight (48) hours, of accrued sick leave, per fiscal year. Accrued sick leave must be used in a minimum one (1) hour increment, up to the maximum amount.

(h) Sick leave may also be authorized for reasons covered by Labor Code Section 246.5.

(i) San Joaquin County will comply with Labor Code section 233 ("Kin Care"), maintaining all rights and provisions that are permitted by Labor Code section 233.

Revd
6/30/22

County Proposal #11 to SEIU
June 30, 2022

PPT, PRO, SUP

3.3.2 Sick Leave Usage

Subject to the conditions specified in this memorandum sick leave may be authorized for any of the following reasons:

- (a) Illness, injury or quarantine of the employee;
- (b) Diagnosis, care, or treatment of an existing health condition Medical, dental or optical care of, or preventative care for the-an employee or an employee's immediate family member;
- ~~(c) Illness, injury or quarantine of a member of the employee's immediate family which requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of eighty (80) hours in a fiscal year.~~

For the purpose of this Section, "immediate family" means the spouse, registered domestic partner, child, parent, sibling, grandparent-~~or~~, grandchild, or great grandchild of the employee; or the child, parent, sibling, grandparent-~~or~~, grandchild, or great grandchild of the employee's spouse or registered domestic partner.

- ~~(d)~~ Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
- ~~(e)~~ An amount sufficient which, when added to an employee's disability indemnity benefits under Workers' Compensation, will result in a payment to the employee not more than the employee's regular salary.
- ~~(f)~~ An amount sufficient which, when added to an employee's ~~disability indemnity benefits~~ benefits under State Disability Insurance or Paid Family Leave (if applicable), will result in a payment to the employee not more than the employee's regular salary.
- ~~(g)~~ Regular employees and part-time employees who are eligible for benefits (as defined in Section 7), and who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.
- ~~(h)~~ Part-time and temporary employees who are not eligible for benefits (as defined in Section 7), and who accrue sick leave pursuant to the Healthy Workplaces, Healthy Families Act of 2014, may use up to six (6) days, or forty-eight (48) hours, of accrued sick leave, per fiscal year. Accrued sick leave must be used in a minimum one (1)

hour increment, up to the maximum amount.

(h) Sick leave may also be authorized for reasons covered by Labor Code section 246.5.

(i) San Joaquin County will comply with Labor Code section 233 ("Kin Care"),
maintaining all rights and provisions that are permitted by Labor Code section 233.

Revised
6/20/22

County Proposal #28 to SEIU
June 30, 2022

OOT, SIC, TLI

5.8.1 Flex Hours Alternate Work Schedules

~~The County and SEIU shall negotiate, on request, flex time schedules on a department by department basis. Such negotiations shall be conducted between SEIU and the County's designated negotiator. Upon approval by the Department Head, employees may be assigned to alternate work schedules.~~

~~Flex time Alternate work schedules are those alternate work schedules, including include, but are not limited to, a "4-10" plan, or a "9-80" plan, or a 12-hour shift plan which do not violate the Fair Labor Standards Act or Section 5.3. of this Memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the County and SEIU adopt a Memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.~~

The County and SEIU agree that when a written request for flexible work schedules ~~an 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.

[SIC]

~~If the schedule of the Evidence Custodians is increased to a 24 hour shift, the Sheriff's Department will meet with SEIU and the employees to discuss alternative work schedules.~~

PPT, PRO, SUP

5.8.1 Flex Hours Alternate Work Schedules

~~The County and SEIU shall negotiate, on request, flex time schedules on a department by department basis. Such negotiations shall be conducted between SEIU and the County's designated negotiator. Upon approval by the Department Head, employees may be assigned to alternate schedules.~~

~~The County and SEIU agree that when a written request for flexible work schedules is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.~~

~~Flex time Alternate work schedules are those alternate work schedules, including include, but are not limited to, a "4-10" plan, or a "9-80" plan, or a 12-hour shift plan which do not violate the Fair Labor Standards Act or Section 5.3. of this ~~mm~~Memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the County and SEIU adopt~~

~~a memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.~~

The County and SEIU agree that when a written request for flexible work schedule or an 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.