

Acvd
8/10/22

County Proposal #22 to SEIU
August 10, 2022

Term: 44 months through June 30, 2026

4.1 Salaries

- a) Effective the first pay period following adoption of this agreement by the Board of Supervisors, all employees shall receive a Cost of Living adjustment of **5%** of base salary.
- b) Effective twenty-six (26) pay periods after the increase in a), employees shall receive a Cost of Living adjustment of **4%** of base salary.
- c) Effective twenty-six (26) pay periods after the increase in b), employees shall receive a Cost of Living adjustment of **2%** of base salary.
- d) Effective twenty-six (26) pay periods after the increase in c), employees shall receive a Cost of Living adjustment of **2%** of base salary.

PPT, OOT, SIC, TLI

The County will comply with federal and state minimum wage laws. If Step 1 of any assigned salary grade falls below the minimum wage, Step 1 of that salary grade shall be adjusted to meet minimum wage requirements. Once adjusted, each subsequent step in the affected salary range shall be adjusted by 5%, through Step 5.

CONCEPT PROPOSALS

The County will propose language related to the following concepts under Section 4.2 Supplemental Pay.

4.2.6.1 Behavioral Health Services Assignment Pay

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 2.5% of base pay:

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

[SUP]

Office Supervisor

[PPT

Administrative Assistant I/II

4.2.6.2 Correctional Health Assignment Supplement

Expand to include employees in the classifications of Mental Health Clinician [PRO] and Dental Assistant [PPT] assigned to Correctional Health Services.

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.

4.2.14 Facility Pay [NEW] [SIC]

Employees in the following classifications will receive a supplement of 3% of base salary for each hour worked in the Jail while working with or supervising inmates:

Sheriff Central Services Assistant
Sheriff Central Services Worker
Sheriff Inmate Labor Specialist I/II/III
Sheriff Material Specialist I/II/III

4.2.14 Facility Pay [TLI] [Section title change]

Employees in the following classifications will receive a supplement of 3% of base salary only for time worked at in the Jail, Juvenile Hall, the Crisis, Crisis Stabilization Unit (CSU) and Psychiatric Health Facility (PHF) at Behavioral Health Services (BHS), and the Medical Guarded Unit (MGU) and Special Care Clinic (SCC) at San Joaquin General Hospital (SJGH):

Crafts Worker I/II/III
Electrician
Housekeeping Service Worker
Office Building Engineer

4.2.15 Additional Compensation [PRO, SUP]

Identified employees in the Auditor Controller's office who possess a Certified Internal Auditor (CIA) certificate shall receive 2% of their base salary. [New section for PRO]

Positions in the Weights and Measures division of the Agricultural Commissioner's Office that require the employee to maintain a Class B driver license will receive a pay supplement of 1%

of base salary; positions in the Weights and Measures division of the Agricultural Commissioner's Office that require the employee to maintain a Class A driver license will receive a pay supplement of 1.5% of base salary.

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]

4.4.2 Parking Supplement Downtown

Increase County contribution from \$17 per pay period to \$20 per pay period for eligible employees who work in the Downtown Core Area and utilize lots that are part of the Central Parking District.

Increase reimbursement amount from \$36.83 per month to \$40 per month for eligible employees who work in the Downtown Core Area and utilize lots that are not part of the Central Parking District.

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.

4.7.1 Public Safety Dispatcher Certification Pay [NEW] [OOT, SUP]

Employees in the Communications Dispatcher series who hold a Dispatch Supervisory Certificate shall receive a supplement of 3% of base salary.

4.13 Armed Officer Pay [NEW] [SIC]

Employees who are authorized and required by the Probation Department to carry a firearm shall receive a pay supplement of 2.5% of base pay during the time they are required to carry a firearm.

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.

4.X Shelter Facility Pay [NEW] [Section TBD]

Employees assigned to Mary Graham Children's Shelter shall receive a pay supplement of 5% of base pay for each hour worked at the shelter.

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County Proposal #13 to SEIU
August 10, 2022

PRO, PPT, SUP

3.4 Holidays

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 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.

3.4.1.1 Regular Holiday Weekend Observance

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

~~With the exception of employees who work in a seven (7) day per week work site, w~~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.

~~Notwithstanding provisions of the County ordinance relating to regular holidays that fall on a Saturday, employees who are scheduled to work and who work on a regular holiday that falls on a Saturday shall be compensated in accordance with Section 3.4.2.1 of this Memorandum of Understanding. When an employee is scheduled to work and works on a regular holiday that falls on a Saturday, the preceding Friday is not observed as a floating holiday.~~

Revised
8/10/22

County Proposal #13 to SEIU
August 10, 2022

OOT, SIC, TLI

3.4 Holidays

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 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.

3.4.1.1 Regular Holiday – Weekend Observance

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

With the exception of employees who work in a seven (7) day per week work site, wWhen 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.

~~Notwithstanding provisions of the County ordinance relating to regular holidays that fall on a Saturday, employees who are scheduled to work and who work on a regular holiday that falls on a Saturday shall be compensated in accordance with Section 3.4.2.1 of this Memorandum of Understanding. When an employee is scheduled to work and works on a regular holiday that falls on a Saturday, the preceding Friday is not observed as a floating holiday.~~

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[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.

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

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 one payroll for less than forty-one (41) hours in any given of paid time per pay period. To maintain benefits, the employee's share of will be responsible for paying the premiums necessary to continue their health, dental, vision and life 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. Beginning with the health plan year 2014-15, MOU Section 2.9. will no longer be applicable to continuation of insurance benefits while on a leave of absence and Section 2.9.1. will apply.~~

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(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.

2.9.1 Continuation of Insurance Benefits While On Leave of Absence

~~Effective with the 2014-15 plan year, during a stability period in which an employee qualifies for benefits, if the employee is on an authorized leave of absence without pay or receives insufficient pay to cover their share of premium cost, the employee may continue health benefits during the stability period by paying their share of premium cost at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division. Section 2.9 will no longer be applicable.~~

Rec'd
8/10/22

County Proposal #36 to SEIU
August 10, 2022

TLI

13.2 Uniform Allowances

~~Employees in the Security Worker classification 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's continuous service in such class, such employee shall receive a \$10.00 bi-weekly 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's-year of continuous service in such class, such employee shall receive a uniform allowance of \$12.00 bi-weekly. Employees in this class who have less than one (1) year's-year of service shall receive a bi-weekly uniform allowance of \$3.20.

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.

~~Beginning July 1997, e~~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.

REV
8/10/22

County Proposal #36 to SEIU
August 10, 2022

SIC

13.2 Uniform Allowance

Employees in the following classifications shall receive, upon initial hire into the classification, an initial uniform allowance of \$100.00 and, ~~effective December 21, 2020,~~ 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 \$100.00. 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

Employees in the following classifications receive, upon initial hire into the classification, an initial uniform allowance of \$100.00 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

~~For employees hired on or before October 20, 2020, the County shall reimburse the cost of three (3) shirts, up to \$80 each, for employees assigned to the Sheriff's Office who receive a uniform allowance. Purchase must have been made by December 31, 2020, and is subject to all existing reimbursement policies.~~

The County shall provide uniform shirts to ~~E~~employees in the classifications of Juvenile Detention Officer, Juvenile Detention Officer Assistant, Juvenile Detention Unit Supervisor and Juvenile Facility Supervisor ~~will receive the following uniform allotment during the term of this agreement as follows:~~

- ~~(a)~~ Allotment of two (2) shirts will be ordered for all full-time regular employees within one month of ratification of the agreement by the Board of Supervisors.
- ~~(ba)~~ Five (5) shirts ~~to be ordered by the Juvenile Hall Division~~ for all new regular full-time ~~regular Juvenile Detention Officer, Juvenile Detention Officer Assistant, Juvenile Detention Unit Supervisor and Juvenile Facility Supervisor~~ employees within one month of their hire date.
- ~~(eb)~~ Three (3) shirts ~~to be ordered by the Juvenile Hall Division~~ for all new part-time or temporary ~~Juvenile Detention Officer, Juvenile Detention Officer Assistant, Juvenile Detention Unit Supervisor and Juvenile Facility Supervisor~~ employees within one month of their hire date.
- ~~(dc)~~ Upon employee request, up to ~~T~~three (3) shirts ~~to be ordered by the Juvenile Hall Division~~ at the beginning of each fiscal year ~~for all Juvenile Detention Officer, Juvenile Detention Officer Assistant, Juvenile Detention Unit Supervisor and Juvenile Facility Supervisor~~ (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.

Rec'd
8/10/22

County Proposal #36 to SEIU
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OOT

13.2 Uniform Allowances

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

~~For employees hired on or before October 20, 2020, the County shall reimburse the cost of three shirts, up to \$80 each, for employees assigned to the Sheriff's Office who receive a uniform allowance. Purchase must have been made by December 31, 2020, and is subject to all existing reimbursement policies.~~

Read
8/10/22

SUP

13.2 Uniform Allowance

Employees in the classification of Supervising Medical Examiner Investigator shall receive, upon initial hire into the classification an initial uniform allowance of \$100.00 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.

Rec'd
8/10/22

County Proposal #47 to SEIU
August 10, 2022

OOT

13.3 Boot Reimbursement-~~Public Works~~

The ~~Department of Public Works~~County will provide annual reimbursement of up to ~~\$75.00~~\$125 for certain classifications of employees in Public Works who are required to purchase boots meeting the ~~S~~suitable ~~F~~footwear ~~S~~standard set by the Department of Public Works.

The ~~Department of Public Works~~County will provide annual reimbursement of up to ~~\$175.00~~\$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 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.

SIC

13.3 Boot Reimbursement

The County will provide bi-annual reimbursement of up to \$175 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.

The ~~Sheriff Department~~County will provide annual reimbursement of up to ~~\$175.00~~\$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).

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.

SUP

The County will provide bi-annual reimbursement of up to \$175 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.

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.

TLI

13.3 Boot Reimbursement-Public Works and Parks and Recreation

The County will provide annual reimbursement of up to ~~\$125.00~~\$175 for ~~certain~~ designated classifications of employees in General Services, Public Works, ~~as well as~~and Parks and Recreation who are required to purchase boots meeting the ~~S~~suitable ~~F~~footwear ~~S~~standard set by the ~~D~~department of ~~Public Works~~.

The ~~Department of Public Works~~County will provide annual reimbursement of up to ~~\$175.00~~\$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).

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.

Revised
8/10/22

County Proposal #46 to SEIU
August 10, 2022

PPT

10.3.1 Boot Reimbursement—~~Weights and Measures~~

The County will provide annual reimbursement of up to ~~\$125.00~~\$175 for certain designated classifications of employees in General Services and ~~Weights and Measures~~ who are required to purchase boots meeting the ~~S~~suitable ~~F~~footwear ~~S~~standard set by the ~~D~~department ~~of~~ ~~Weights and Measures~~.

The County will provide bi-annual 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:

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.

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8/10/22

County Proposal #48 to SEIU
August 10, 2022

TLI

13.5 Raingear—Public Works Employees

The County Department of Public Works will provide raingear for ~~those~~ employees at Public Works and the Stockton Metropolitan Airport who are required to routinely work in inclement weather.

SIC

13.4 Raingear

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

SUP

13.5 Raingear

The County will provide raingear for employees at the Stockton Metropolitan Airport who are required to routinely work in inclement weather.

Revised
8/10/22

County Proposal #28 to SEIU
August 10, 2022

5.8 Alternative Schedules

SEIU Local 1021 and the County of San Joaquin recognize that alternative schedules including 9/80's, 4/10's, 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.

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~~Individual A 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. ~~Individual alternative work schedules will be administered under the guidelines outlined in the County's Alternative Work Schedule Agreement 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 w~~When a written request for ~~flexible work schedules~~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.

[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 timeAlternate work schedules are those alternate work schedules, includinginclude, 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 mMemorandum. Individual alternative work schedules will be administered under the guidelines outlined in the County's Alternative Work Schedule Agreement, 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 wWhen a written request for flexible work schedulesan 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.~~

Read
8/10/22

[LEAVES FROM EMPLOYMENT]

OOT, SIC, TLI

3.4.3. Floating Holidays

The following days are established as floating holidays for regular full-time employees:

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

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

PPT, PRO, SUP

3.4.3 Floating Holidays

The following days are established as floating holidays for regular full-time employees and part-time employees (as defined in Section 7):

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

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

Rec'd
8/10/22

[LEAVES FROM EMPLOYMENT]

3.4.3.3 Flexible Holidays

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

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

3.4.3.4 Flexible Holiday Observance

~~Regular full-time employees may individually, with the approval of the department head, take such flexible holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of 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.~~

Rwd
8/10/22

County Proposal #17 to SEIU
August 10, 2022

[LEAVES FROM EMPLOYMENT]

OOT, SIC, TLI

3.4.3.1 Floating Holiday Observance

Regular full-time employees may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to ~~forty~~ forty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section.

PPT, PRO

3.4.3.1 Floating Holiday Observance

Regular full-time employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits (as defined in Section 7) may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to ~~forty~~ forty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

SUP

3.4.3.1 Floating Holiday Observance

Regular full-time employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits (as defined in Section 7) may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to ~~forty-fourty-eight~~ (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

Rec'd
8/10/22

County Proposal #15 to SEIU
August 10, 2022

[LEAVES FROM EMPLOYMENT]

PPT, PRO, SUP

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Regular Full-Time Employees

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

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

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

3.4.2.52 ~~Holiday Pay~~ Regular Holiday Compensation - Part-Time Employees (Non-Healthcare Professionals)

In addition to regular salary, Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary for each hour worked.

3.4.2.2 Regular Holiday Compensation - 24 Hour Work Sites

~~Employees who work in a seven (7) day per week work site and work only on the Monday following the actual holiday shall receive eight (8) hours of straight time pay plus eight (8) hours~~

~~accrual of floating holiday time. Employees who work both days shall receive premium compensation for Sunday only.~~

3.4.2.3 Regular Holiday Compensation - Part-Time Employees (Healthcare Professionals)

Part-time employees who are eligible for benefits (as defined in Section 7) and receive any holiday off with pay shall receive compensation for only the number of hours they would have been regularly scheduled to work on such holiday.

Part-time employees eligible for benefits shall receive a prorated amount of cash or regular holiday time under the same circumstances as regular employees.

3.4.2.4 Maximum Regular Holiday Time Accumulation Accrual

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

Employees in this unit who have reached a maximum accrual of holiday time, and are denied requested time off due to staffing and operational constraints, may exceed maximum accrual balances for one pay period or roll additional accrued time off into other leave balances.

~~3.4.2.5 Holiday Pay - Part-Time Employees (Non-Healthcare Professionals)~~

~~Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay.~~

Rec'd
8/10/22

County Proposal #15 to SEIU
August 10, 2022

[LEAVES FROM EMPLOYMENT]

OOT, SIC, TLI

3.4.2 Regular Holiday Compensation [ADD 3.4.2 FOR SIC]

3.4.2.1 Regular Holiday Compensation – Regular Full-Time Employees

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

Any regular full-time employee whose regularly scheduled day off falls on a regular holiday shall ~~be entitled~~ have the option to accrue eight (8) hours of regular holiday time, or receive cash payment of eight (8) hours regular holiday time.

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

3.4.2.52 Holiday Pay Regular Holiday Compensation - Part-Time Employees (Non-Healthcare Professionals)

In addition to regular salary, Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary for each hour worked.

3.4.2.2 Regular Holiday Compensation – 24 Hour Work Sites

~~Employees who work in a seven (7) day per week work site and work only on the Monday following the actual holiday shall receive eight (8) hours of straight time pay plus eight (8) hours accrual of floating holiday time. Employees who work both days shall receive premium compensation for Sunday only.~~

3.4.2.4 Maximum Regular Holiday Time Accumulation Accrual

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

[OOT only]

Employees in this unit who have reached a maximum accrual holiday time, and are denied requested time off due to staffing and operational constraints, may exceed maximum accrued balances for one pay period or roll additional accrued time off into other leave balances.

~~3.4.2.5 Holiday Pay Part-Time Employees (Non-Healthcare Professionals)~~

~~Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay.~~

Rev'd
8/10/22

County Proposal #41 to SEIU
August 10, 2022

1.14 SEIU Executive Board Member Release Time

~~Specified bargaining unit e~~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~~thirteen (13) days per calendar year, ~~across all SEIU Bargaining units regardless of the number of Executive Board Members employed by the County~~per Board member. There shall be no more than six (6) employees across all SEIU-represented bargaining units on the SEIU 1021 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 ~~by SEIU for all costs associated with the release time of the specified SEIU 1021 Executive Board Position~~ shall ~~be made occur~~to the County Auditor-Controller within thirty (30) calendar days of ~~such release time absence~~County billing to SEIU.

~~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.~~

Rec'd
8/10/22

County Proposal #11 to SEIU
August 10, 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.

- ~~(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.
- ~~(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.
- ~~(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.
- ~~(gf)~~ 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.
- ~~(hg)~~ 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 fifteen (15) minute

increments, 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.

Road
8/10/22

County Proposal #11 to SEIU
August 10, 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.

- ~~(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.
- ~~(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.
- ~~(fe)~~ An amount sufficient which, when added to an employee's ~~disability indemnity~~ 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.
- ~~(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.
- ~~(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 fifteen (15) minute increments, 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.

OOT, SIC, TLI, PPT, PRO, SUP

3.5 Bereavement Leave

Regular **full-time** employees, and job share employees, who suffer a the death in their immediate of a **qualifying family" member** may be allowed to be absent with pay for three (3) scheduled County work days for each **qualifying** family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work.

~~Immediate~~ **A qualifying family member** includes: ~~the spouse, registered domestic partner, child, parent, step-child, step-parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee; or child, parent, step-child, step-parent, sibling, grandparent, great-grandparent, grandchild, or great-grand-child of the employee's spouse or registered domestic partner.~~

- a. Spouse or registered domestic partner
- b. Child (natural, adopted, step-child, foster, legal ward, or child to whom the employee stands in loco parentis)
- c. Parent or parent-in-law (natural, adopted, step-parent, legal guardian, or person who stood in loco parentis to the employee or employee's spouse or registered domestic partner)
- d. Grandparent, great-grandparent, or grandparent-in-law
- e. Grandchild or great-grandchild of the employee or the employee's spouse or registered domestic partner
- f. Sibling or sibling-in-law of the employee or the employee's spouse or registered domestic partner.
- g. Aunt or Uncle, niece or nephew of the employee or employee's spouse or registered domestic partner.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, registered domestic partner, parent or child **as described above.**

~~Bereavement~~ **All** leave **used for bereavement under this section** must be used within 30 days of the death of the eligible **qualifying** family member. **In the event of a declared public health adverse event (pandemic, epidemic, etc) the 30 days will be increased to 60 days.** Proof of death of the eligible **qualifying** family member is required. Acceptable documents include, but are not limited to, death certificates, obituaries or signed verifications from funeral homes/mortuaries, or other documents deemed acceptable by management. Documents may be source verified.

ALL UNITS

2 INSURANCE

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

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.

If the County is going to drop the Kaiser plan, the County and Union agree to re-open the MOU's for the sole purpose of negotiating premium splits (County share and employee share).

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.

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

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.

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.

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.

2.9/2.9.1 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.

3rd Counter Proposal from SEIU 1021 to San Joaquin County All MOU's

date:

8/10/22

4. Compensation

4.1 Salaries

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

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

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

Effective July 1, 2025 all employees shall receive a Cost of Living Adjustment of 9.7% of base salary.

TD
SEIU
8/10/22
10:48a

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.

- ~~(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.
- ~~(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.
- ~~(fe)~~ An amount sufficient which, when added to an employee's ~~disability indemnity~~ 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.
- ~~(gf)~~ 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.
- ~~(hg)~~ 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 fifteen (15) minute

TENTATIVE AGREEMENT

DATE: 8/10/2022

COUNTY UNION
[Signature]

increments, 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.

County Proposal #18 to SEIU
July 27, 2022

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY: [Signature]
UNION: [Signature]

[LEAVES FROM EMPLOYMENT]

3.6 Educational Leave

PPT

3.6.1 Continuing Educational Leave

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

3.6.2 Continuing Educational Leave – SJGH

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

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

Diax
7/27/2022
11:29

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

PRO

3.6.1 Continuing Educational Leave

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

SUP

3.6.1 Continuing Educational Leave

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

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

County Proposal #07 to SEIU

June 1, 2022 @ 10:58 am

[LEAVES FROM EMPLOYMENT]

3.9.3 School-Child-Related Activities

The County of San Joaquin shall comply with Labor Code section 230.8, or any federal or state law requiring an employer to grant time off to participate in a ~~child's school activities~~ child-related activity. Current state law provides that parents, guardians, stepparents, foster parents, grandparent, or person who stands in loco parentis to a child may take up to 40 hours per year, but not more than eight (8) hours per month, to participate in their children's school or licensed child care provider activities. ~~Current state law provides that at the request of the employer the employee shall provide documentation as proof of the employees' participation in their children's school activities on a specific date and at a particular time. For purposes of this section "documentation" means whatever written verification of parental participation that school or licensed child day care facility deems appropriate and reasonable.~~ Employees working a shift greater than eight (8) hours per day may take one full shift per month, subject to the 40 hour maximum. An employee may take unpaid leave or may use accrued vacation, compensatory, floating holiday, flexible holiday, or regular holiday time.

TENTATIVE AGREEMENT

DATE: 8/10/2022

COUNTY UNION

FOA [Signature]

[LEAVES FROM EMPLOYMENT]

3.7 Military Leave

The following procedures and restrictions shall apply to military leave:

- (a) To be eligible for paid military leave, an employee must have at least twelve (12) months of qualifying service immediately prior to the leave. Qualifying service is continuous and consecutive County service or recognized military service. Recognized military service is defined as full-time service in the armed forces during a national or state emergency. Generally, recognized military service would be that during World War II, the Korean War, the Vietnam Conflict, or any conflict for which an expeditionary medal was awarded. This time requirement does not apply to declared emergency situations. Under such emergencies, any employee ordered to active duty is eligible for paid temporary military leave.
- (b) Temporary military leave with pay can be authorized for eligible employees only when they are ordered to active duty.
- (c) Weekend drills are not active duty. Departments will make reasonable attempts to change an employee's schedule to allow for off-duty attendance at monthly drills. If such accommodation is not possible, the employee may use leave as specified in (k).
- (d) A copy of the employee's order to active duty must accompany any military leave with pay.
- (e) Paid temporary military leave can be authorized for a maximum of thirty (30) calendar days in each fiscal year pursuant to Military & Veterans Code §395.01, et seq.
- (f) Upon expiration of the thirty (30) calendar days of paid military leave as set forth in subsection (e), the County shall pay the difference between the eligible employee's regular County salary; if the employee's military pay is less than the employee's regular salary.
- (g) The County shall continue to provide employee and dependent medical, dental and vision benefits, if applicable consistent with regular employment and subject to payment of employee premiums, if any, of such coverage.
- (h) The eligible employee's military service shall be considered as paid employment for purposes of benefits under the County's retirement system subject to the payment of the employee contribution for periods of continuous military leave.

TENTATIVE AGREEMENT

DATE: 8/18/2022

COUNTY UNION

POST [Signature] [Signature]

County Proposal #20 to SEIU
June 15, 2022

[CATASTROPHIC LEAVE]

3.10.1 Conditions of Participation

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

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

clean up & clarify flex & floats

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY UNION

[Handwritten signatures]

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6/15/2022
11:35

County Proposal #41 to SEIU
August 10, 2022

TD
SEIU
8/10/22
10:45a

1.14 SEIU Executive Board Member Release Time

~~Specified bargaining unit e~~ 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~~ thirteen (13) days per calendar year, ~~across all SEIU Bargaining units regardless of the number of Executive Board Members employed by the County~~ per Board member. There shall be no more than six (6) employees across all SEIU-represented bargaining units on the SEIU 1021 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 ~~by SEIU for all costs associated with the release time of the specified SEIU 1021 Executive Board Position~~ shall ~~be made occur to the County Auditor-Controller~~ within thirty (30) calendar days of ~~such release time absence~~ County billing to SEIU.

~~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.~~

TENTATIVE AGREEMENT
DATE: 8/10/22
COUNTY: [Signature]
UNION: [Signature]

County Proposal #11 to SEIU
August 10, 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.

- ~~(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.
- ~~(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.
- ~~(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.
- ~~(gf)~~ 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.
- ~~(hg)~~ 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 fifteen (15) minute

dist 8/10/2022
10:46

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY UNION
PST

increments, 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.

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY UNION
[Handwritten initials]

[LEAVES FROM EMPLOYMENT]

PPT, PRO, SUP

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Regular Full-Time Employees

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

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

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

3.4.2.52 Holiday Pay Regular Holiday Compensation - Part-Time Employees (Non-Healthcare Professionals)

In addition to regular salary, Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary for each hour worked.

3.4.2.2 Regular Holiday Compensation - 24 Hour Work Sites

~~Employees who work in a seven (7) day per week work site and work only on the Monday following the actual holiday shall receive eight (8) hours of straight time pay plus eight (8) hours~~

8/10
DWT
10:50

~~accrual of floating holiday time. Employees who work both days shall receive premium compensation for Sunday only.~~

3.4.2.3 Regular Holiday Compensation - Part-Time Employees (Healthcare Professionals)

Part-time employees who are eligible for benefits (as defined in Section 7) and receive any holiday off with pay shall receive compensation for only the number of hours they would have been regularly scheduled to work on such holiday.

Part-time employees eligible for benefits shall receive a prorated amount of cash or regular holiday time under the same circumstances as regular employees.

3.4.2.4 Maximum Regular Holiday Time ~~Accumulation~~Accrual

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

Employees in this unit who have reached a maximum accrual of holiday time, and are denied requested time off due to staffing and operational constraints, may exceed maximum accrual balances for one pay period or roll additional accrued time off into other leave balances.

~~3.4.2.5 Holiday Pay Part-Time Employees (Non-Healthcare Professionals)~~

~~Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay.~~

County Proposal #15 to SEIU
August 10, 2022

to SEIU
8/10/22
10:54a

[LEAVES FROM EMPLOYMENT]

PPT, PRO, SUP

TENTATIVE AGREEMENT
DATE: 8/16/2022
COUNTY UNION
[Signatures]

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Regular Full-Time Employees

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

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

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

3.4.2.52 ~~Holiday Pay~~ Regular Holiday Compensation - Part-Time Employees (Non-Healthcare Professionals)

In addition to regular salary, Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary for each hour worked.

3.4.2.2 Regular Holiday Compensation - 24 Hour Work Sites

~~Employees who work in a seven (7) day per week work site and work only on the Monday following the actual holiday shall receive eight (8) hours of straight time pay plus eight (8) hours~~

~~accrual of floating holiday time. Employees who work both days shall receive premium compensation for Sunday only.~~

3.4.2.3 Regular Holiday Compensation - Part-Time Employees (Healthcare Professionals)

Part-time employees who are eligible for benefits (as defined in Section 7) and receive any holiday off with pay shall receive compensation for only the number of hours they would have been regularly scheduled to work on such holiday.

Part-time employees eligible for benefits shall receive a prorated amount of cash or regular holiday time under the same circumstances as regular employees.

3.4.2.4 Maximum Regular Holiday Time ~~Accumulation~~Accrual

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

Employees in this unit who have reached a maximum accrual of holiday time, and are denied requested time off due to staffing and operational constraints, may exceed maximum accrual balances for one pay period or roll additional accrued time off into other leave balances.

~~3.4.2.5 Holiday Pay - Part-Time Employees (Non-Healthcare Professionals)~~

~~Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay.~~

County Proposal #17 to SEIU
August 10, 2022

to SEIU
8/10/22
11:01a

[LEAVES FROM EMPLOYMENT]

OOT, SIC, TLI

3.4.3.1 Floating Holiday Observance

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY: [Signature]
UNION: [Signature]

Regular full-time employees may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to forty-fourty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section.

PPT, PRO

3.4.3.1 Floating Holiday Observance

Regular full-time employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits (as defined in Section 7) may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to forty-fourty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

SUP

3.4.3.1 Floating Holiday Observance

Regular full-time employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits (as defined in Section 7) may individually, with the approval of the department head, take such 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 a Sunday, or may accumulate up to ~~forty-fourty-eight~~ (48) hours of floating holiday time to be used at a deferred date. Such floating 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 floating holiday and employees who elect to accumulate floating 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 floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

County Proposal #14 to SEIU
August 10, 2022

TENTATIVE AGREEMENT
DATE: 8/10/2022
COUNTY UNION
MOA

[LEAVES FROM EMPLOYMENT]

3.4.3.3 Flexible Holidays

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

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

3.4.3.4 Flexible Holiday Observance

~~Regular full-time employees may individually, with the approval of the department head, take such flexible holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of 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.~~

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9/10/22
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