

Date 1/28/26

These ground rules apply to the 2026 negotiations between the County of San Joaquin and the six (6) bargaining units for SEIU 1021.

1. Meeting Location: The negotiations will take place at mutually agreed locations.
2. Meeting Dates: The parties will meet on mutually agreeable dates. The parties shall endeavor to meet with sufficient notice in order to minimize disruption in the workplace and allow departments and employees to plan ahead.
3. Meeting Times: The beginning time for each session will be set in advance. The teams will meet in caucus as necessary prior to the start of each session as a team, with bargaining to begin at the time agreed. These times can be modified as mutually agreed to by the parties as circumstances require.
4. Release Time: The County shall pay release time for up to twenty-nine (29) employees per bargaining session or caucus. Release of the employee is subject to operational needs of the County, however, it is understood that release time shall not be unreasonably denied.

No employee who is a member of the SEIU 1021 bargaining team will be paid if they bargain on a day or time the employee is not scheduled to work. In addition, it is understood that no employee will be paid overtime for bargaining. It is understood that an employee who works a p.m. or night shift who is on the bargaining team will be released from their shift immediately preceding or following the scheduled bargaining session, as determined by management as mutually agreed upon by management and employee, subject to the operational needs of the County

It is understood that, if prior notice is given to, and the County agrees, SEIU 1021. may on a case by case basis bring additional subject matter experts to the bargaining table or caucus. If the expert is a County employee, SEIU 1021 will provide reasonable notice to the County's Human Resources Department to facilitate release of the employee. It is recognized that there may be an overlap, on occasion, between the general bargaining team members and subject matter experts. It is understood that if such a subject matter expert appears during non-working hours they will not be paid and no overtime will be paid to subject matter experts.

5. Proposals: All bargaining proposals shall be in writing, and in contract form language. All bargaining proposals shall apply to all SEIU 1021 Bargaining Units unless otherwise specified. Proposals and counter proposals may be offered only by the chief spokesperson for each party.
6. Request For Information: Requests for information shall be made in writing.
7. Parking Validation: The County will validate parking for each team member that does not work in the downtown area and who does not normally park in the downtown parking district.
8. Recordkeeping: Each team will be responsible for keeping their own notes for negotiations. Neither mechanical nor electronic recording devices will be used during the negotiations. The use of laptop computers is permitted.
9. Tentative Agreements: Any tentative agreement reached by the parties will be in writing and signed and countersigned by each Chief Spokesperson or designee. It is understood that there is no binding agreement until total agreement on all issues is reached and ratified and adopted as provided in the Employer-Employee Relations Policy.

If a total tentative agreement is reached it is understood that each party will recommend its ratification to its respective constituents.
10. Chief Spokesperson: The chief spokesperson for SEIU 1021. is Bill Petrone or his designee. The chief spokespersons for the County is Charles Flesher and Rachel Novetzke or their designee. It is understood that such individuals will have authority to act on behalf of their teams.
11. Confidentiality: The negotiations are considered confidential, recognizing that each side has a right to report back to their principals the status of negotiations. The Union and all members of the bargaining team are bound by the obligation for confidentiality.
12. Caucuses: Either party may call for a caucus at any point in negotiations. The party calling the caucus shall give the other an estimated time of return. If the estimated return time changes during the course of the caucus, the caucusing party shall so inform its counterpart as a matter of courtesy. The party calling the caucus will inform the other team if the caucus extends past 90 minutes. Whoever is hosting the negotiations on a particular day will provide the other with a room in which to caucus.
13. Deadline for Proposals: The deadline for new proposals will be not later than the fourth (4) scheduled bargaining session.

Date: 1/28/26

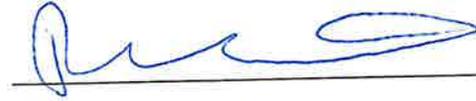
Date: 1-28-26

For SEIU 1021:

A handwritten signature in black ink, appearing to read "Bill Petrone", written over a horizontal line.

Bill Petrone

For the County:

A handwritten signature in blue ink, appearing to read "Charles Flesher", written over a horizontal line.

~~Charles Flesher~~

Rachel Nowet-ke

Date: _____

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

DURATION:

This Memorandum shall be in effect from ~~October 20, 2022~~ **July 1, 2026** through ~~June 30, 2026~~ **June 30, 2029**

For the Union _____

For the County _____

Date 1/28/26

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

1.7 New Employee Orientation

A SEIU Field Representative or designee will be allowed thirty minutes at the end of each scheduled orientation to present information about the Union to employees who are in bargaining

units represented by SEIU, including the following conditions:

1. The County will provide at least 30 days advance notice to SEIU regarding the orientation schedule by providing SEIU with a calendar of orientation dates.
2. The County will provide a roster of the individuals scheduled to attend an orientation session at least 48 hours prior to the session.
3. In the event that audio visual equipment is available and being utilized by the County for the presentation of orientation information, SEIU shall be provided reasonable access to such equipment.

4. Reasonable release time will be provided for up to two (2) employees to participate in the new employee orientation presentation.

For the Union  _____

For the County  _____

Date _____

Proposal from SEIU1021 to San Joaquin County All six bargaining units

Section 3 Leaves From Employment

3.1 Vacation

Except as specified below, regular full-time employees in this unit shall accrue and accumulate vacation according to the following schedule:

Time in Service	hourly accrual	Approx. annual hours	Max. Accrual Hours
Date of Hire to three (3) years	.0385 .0461	80 96 hours	160 192 hours
Three (3) years to ten (10) years	.0577 .0634	120 136 hours	240 272 hours
Ten (10) years to twenty (20) years	.0770 .0846	160 176 hours	320 352 hours
Twenty (20) years plus	.0885 .0961	184 200 hours	320 400 hours

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further accrual shall be credited to such employee's ~~sick~~ **compensatory time** leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Each department head shall make every possible effort to ensure that vacation time off requested by an employee is utilized at time which are mutually agreeable to the employee and the department; however, the department head has final authority to grant or deny such request.

For the Union _____

For the County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County all six Bargaining Units

Section 3.4 Holidays

The maximum value of any holiday (regular, **or** floating, ~~or flexible~~) is eight (8) hours **shall be the number of hours an employee is regularly scheduled to work on that holiday.**

For the Union: _____

For the County: _____

Date _____

Proposal from SEIU 1021 to San Joaquin County all six Bargaining Units

Section 3.4.1 Regular Holidays

The following days are established as regular holidays for regular full-time employees and eligible part-time employees (as defined in Section 7.1)

- (a) January 1- New Years 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) ~~June 19 Juneteenth~~**
- (f) July 4- Independence Day
- (g) The first Monday in September- Labor Day
- (h) November 11- Veteran's Day
- (i) Any November day designated as Thanksgiving Day
- (j) The Friday following the day designated as Thanksgiving Day
- (k) December 25- Christmas Day
- (l) 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.~~

For the Union: _____

For the County: _____

Date 1/25/26

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

Delete Sections 3.4.3.3 Flexible Holidays and 3.4.3.4 Flexible Holiday Observance from all six (6) Memorandum of Understanding between SEIU 1021 and San Joaquin County.

For the Union 

For the County 

Date _____

Proposal from SEIU 1021 to San Joaquin County SIC Unit only

Section 3.6.1 Continuing Education Leave

Regular full-time employees in the Hazardous Material Specialist I and II, classifications, shall be allowed twenty-four (24) hours of paid time off for continuing education effective July 1 of each fiscal year.

Continuing education 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 education leave is subject to verification of the training taken.

Continuing education leave under this section shall be scheduled at times mutually agree 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 the Union _____

For the County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County- Para Professional, Professional, SIC, Supervisors MOU's only

3.6.1 Continuing Education Leave

(Add New Language after final paragraph)

If an employee is hired or promoted into a position that has this benefit anytime after July 1st up to June 29th of the following year, the CEU hours will be prorated by a factor of two (2) hours per month, with all other conditions as set forth in this section applicable.

For the Union _____

For San Joaquin County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

Section 4.1 Salaries

Unless expressly provided to the contrary by this Memorandum or Board Order, Resolution, or Ordinance, salaries and hourly rates of pay for all earned leave time, including but not limited to sick leave, vacations, compensatory time off, holiday, and bereavement leave, and salaries and hourly rates of pay for all additional compensation, including but not limited to overtime, supplemental pay, standby pay, call-back pay, holiday premium pay and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All negotiated salaries shall remain as adopted for the life of this Memorandum unless mutually agreed otherwise in writing.

Each job classification will be assigned an individual salary grade. Each salary grade will identify the bi-weekly five-step range as the established compensation for that class. Any negotiated salary adjustments will be made to the first step in the salary range. Once adjusted, each subsequent step will be 5% more than the preceding step, through Step 5.

- a) Effective July 1, 2026, all employees shall receive a Cost of Living Adjustment of Eight percent (8%) of base salary.
- b) Effective July 1, 2027, all employees shall receive a Cost of Living Adjustment of Eight percent (8%) of base salary.
- c) Effective July 1, 2028, all employees shall receive a Cost of Living Adjustment of Eight percent (8%) of base salary.

The County and SEIU agree that the parties will negotiate, upon request, the salaries of new classes established as a result of a reclassification of positions.

The County will comply with federal and state minimum wage laws. If Step 1 of any assigned salary grade falls below 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. **If the impacted**

classification is part of a series of classifications (example, Food Service Worker I, II, II, etc) the entire series will be adjusted in accordance with paragraph two (2) of this section.

For the Union _____

For the County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County All Six Bargaining Units.

Section 4.1.1 Equity Share

The County will Complete a benchmark total compensation survey one hundred twenty (120) days prior to the expiration of this agreement, pursuant to Appendix A.

Any classification or classifications that are below the median based on the results of the study, will be brought up to the median on dates agreed to by both the County and the Union.

For the Union: _____

For the County: _____

Date: _____

Proposal from SEIU 1021 to San Joaquin County, All Six Bargaining Units

4.2.3 Shift Differential

The shift differential will be ~~\$1.15~~ **2.00** per hour for p.m. and split shifts, ~~\$1.45~~ **4.00** per hour for night shifts, and ~~\$1.00~~ **25** per hour for weekend shifts.

For employees who regularly work a ten (10) or twelve (12) hour shift, the applicable shift differential shall be paid for all hours which fall within the above designated shifts.

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

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

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

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

WEEKEND Any work shift that begins on or after 7:00 p.m. on Friday and before 8:00 p.m. On Sunday.

For the Union _____

For the County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County All Six Bargaining Units

Section 4.2.12 Bilingual Pay

Each employee who is designated by the Appointing Authority and who has passed a bilingual proficiency examination administered by the Human Resources Division shall receive a supplement of \$.85 per hour.

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

Employees who are not receiving bilingual pay and are required to interpret at the request **directive** of their manager, will be scheduled for the next available County bilingual proficiency examination.

For the Union _____

For the County _____

Date _____

Proposal from SEIU 1021 to San Joaquin County

Office and Office Technical and Supervisors MOU

4.7.1 Public Safety Dispatcher Certification Pay (OOT)

Employees in the Communications Dispatcher series who hold a Public Safety Dispatcher Intermediate **POST** Certificate shall receive a supplement of 3% of base salary.

Employees in the Communications Dispatcher series who hold a Public Safety Dispatcher Advanced POST certificate shall receive a supplement of 10% of base salary.

4.7.1 Public Safety Dispatcher Certification Pay (Supervisors)

Employees in the Communications Dispatcher series who hold a Public Safety Dispatcher Intermediate **POST** Certificate shall receive a supplement of 3% of base salary.

Employees in the Communications Dispatcher series who hold a Public Safety Dispatcher Advanced POST certificate shall receive a supplement of 10% of base salary.

For the Union _____

For the County _____

Date: _____

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

4.8 Longevity Pay

Employees in this unit who have completed 20,800 hours of regular paid, full time continuous service, will receive a pay supplement of 1% of base salary.

Employees in this unit who have completed 31, 200 hours of regular paid, full time continuous San Joaquin County service, will receive a pay supplement of 2% of base salary.

Employees in this unit who have completed 41,600 hours of regular paid, full-time continuous San Joaquin County service, will receive a pay supplement of ~~2~~ **3**% of base salary.

For the Union: _____

For the County: _____

Date: _____

Proposal from SEIU 1021 to San Joaquin County, All six Bargaining Units

Section 5.3- Overtime

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

If, in the judgement of a department head or duly-authorized designee, work beyond an employee's normal work day or work week is required, the department head or designee may order such overtime work. Except as provided in this Section, employees shall be eligible for overtime compensation when:

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

For the Union _____

For the County _____

Date: _____

Proposal from SEIU 1021 to San Joaquin County All six Bargaining Units

Section 5.6 Overtime or Exempt Compensatory Time

Employees shall be compensated for overtime or additional hours worked in accordance with their Group designation:

- (a) Group 1 employees are those employed in classifications eligible for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA) and designated by the Board of Supervisors to be salaried and, therefore, exempt from the overtime provisions of the FLSA. These employees may be required to periodically or routinely work long or irregular hours to fulfill the responsibilities of their positions. Group 1 employees shall be compensated for hours worked in excess of forty (40) hours in a given workweek. The maximum compensatory time accumulation shall be eighty (80) hours. Exempt compensatory time shall have no cash value, except that any balance remaining at the time of separation may be converted to cash, without associated benefits or service credit.
- (b) Group 2 employee shall be compensated for overtime by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked ~~-,~~ **up to twelve (12) hours. For any time over twelve (12) hours, the rate shall be two (2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of two (2) times the overtime hours worked.** The decision to compensate in cash or compensatory time off shall be made at the discretion of the Department Head or appropriate designee for all County departments. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the **appropriate** rate of ~~one and one-half (1-1/2) times~~ the employee's hourly salary (including applicable Supplements).
- (c) Group 3 employees are those employed in grant positions and shall be compensated for overtime as provided in their contracts.
- (d) Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked in the same manner as Group 2 employees.

For the Union _____

For the County _____

Date _____

Section 7.1 Definitions of Part-time and Temporary

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

Part-Time: The status of an employee who is appointed to a position which is less than three quarters time (defined as not more than ~~1560~~ **1559** hours in a fiscal year). A part-time position is ongoing in nature and anticipated to exceed six (6) months' duration.

Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (See Section 2.4), ~~Step increases~~ (see Section 6.2.2) and/or holiday pay (see Section 3.4.2.2). *Step Increases*

Temporary: The status of an employee who is appointed to a position which is either seasonal in nature (not to exceed seven (7) months in a fiscal year) and recurs year to year, or who covers peak workloads or regular full-time employee absences (not to exceed nine (9) months in a fiscal year) in a position which is not ongoing in nature.

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

For the Union: _____

For the County: _____

Date _____

Proposal from SEIU 1021 to San Joaquin County All Six Bargaining Units

Section 9.3 Educational Reimbursement Program

In accordance with the County's Educational Reimbursement Program, eligible employees, may be furnished for career-related course work taken on the employee's own time. The minimum amount of reimbursement is \$1000 and the maximum is ~~\$850~~ **1000.00** per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to ~~\$800~~ **1000.00** per semester for a maximum of ~~\$1600~~ **2000.00** per fiscal year and may include reimbursement for educational materials.

The Educational Reimbursement Fund is ~~\$125,000~~ **\$150,000** per fiscal year.

Specific details and conditions of participation are included in Section 1700 of the County's Administrative manual.

For the Union _____

For the County _____

Date 1/26/26

Proposal from SEIU to San Joaquin County, Para Professional Unit

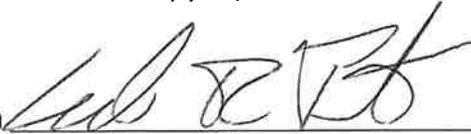
Section 10.3.1 Boot Allowance

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

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

The department and the Auditor-Controller's Office will work to ensure that requests for reimbursement are processed within sixty (60) days from the date the employee submits the request, subject to all existing reimbursement policies.

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

For the Union  _____

For the County  _____