

## Comprehensive Full Tentative Agreement

### SEIU 1021 and San Joaquin County

**Date:** July 1, 2026

**Subject:** Comprehensive Full Tentative Agreement

**The following full tentative agreement also includes the individual tentative agreements approved by the parties as indicated in the following list. All economic items contained in the agreement shall become effective the first full pay period following adoption by the Board of Supervisors.**

- SEIU Proposal # 3 (All Units) – Section 1.7 – New Employee Orientation (TA 1/28/26)
- SEIU Proposal # 7 (All Units) – Section 3.4.3.3 – Removing Section (TA 1/28/26)
- SEIU Proposal #15 (All Units)- Section 4.8 Longevity (TA 06/10/26)
- SEIU Proposal # 20 (Para) – Section 10.3.1 – Boot Allowance (TA 1/28/26)
- SEIU Proposal #21(PARA/PROF/SIC/SUP) Section 1.3.1 Affiliation/Merger/Partnership (TA 4/28/26)
- SEIU Proposal #25 (All Units) Section 3.3.4 Sick Leave Verification (TA 06/10/26)
- County Proposal # 1 (All Units) – Sections 1.4 & 1.4.1 – Discrimination in Employment (TA 3/25/26)
- County Proposal #3 (All Units) Section 3 Leaves (TA 5/13/26)
- County Proposal # 4 (Prof) – Section 3.6.1 – Continuing Education (TA 3/25/26)
- County Proposal # 5 (Prof) – 4.2.16 – License/Certificate Fees (TA 3/25/26)
- County Proposal # 6 (Prof) – Section 5.6 – Overtime or Exempt Compensatory Time (TA 3/25/26)
- County Proposal # 7 (Supv) – Section 5.6 – Overtime or Exempt Compensatory Time (TA 3/25/26)
- County Proposal #8 Section 6 Salary Administration (TA 06/10/26)
- County Proposal # 10 (All Units) – Section 8 – Retirement (TA 4/22/26)
- County Proposal # 11 (Prof) Section 7 – Part-Time Employees – Adding Audiologist Series (TA 3/25/26)
- County Proposal # 12 (TLI & Supv Side Letter Signed 8/18/2021) – Craft Worker Uniform Shirts (TA 5/06/26)
- County Proposal # 13 (Prof, Para, Supv Side Letter Signed 4/6/2023) – HSA Court Services Supplement (TA 5/06/26)
- County Proposal # 14 (Prof, Supv Side Letter Signed 8/26/2024) – Boot Allowance (TA 5/06/26)
- County Proposal # 16 (Para, Supv Side Letter Signed 12/1/2023) – Respiratory Certificate Supplement (TA 5/06/26)
- County Proposal # 17 (Prof, Para, Supv, OOT and TLI) Missed Meal & Break (TA 5/13/26)

- County Proposal # 19 (OOT, Para, Prof, Sup) – Section 4.2.14 – Facility Pay for JJC (TA 5/13/26)

**The parties agree to incorporate the following side letter agreement into the MOU**

- County Proposal # 15 (TLI) – Craft Worker Facility Pay – Signed 6/16/2023

**Full Tentative Agreement on Outstanding Issues**

**Term – Two Year**

~~This Memorandum shall be in effect from October 20, 2022 July 1, 2026 through June 30, 2026.~~  
The MOU will be in effect from July 15, 2026 through June 30, 2028.

**Insurance**

2 INSURANCE

2.1 Compliance with Affordable Care Act (ACA)

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

Eligibility for health benefits for ~~eligible~~variable-time employees based on hours worked will be determined based on the measurement and stability period provisions of the ACA. Coverage in the full-time health plans will be extended to employees who work on average 30 or more hours per week during each measurement period. If an employee is on leave of absence with pay, refer to section 2.98-Continuation of Insurance Benefits While on Leave.

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, provided that coverage shall not be effective until the first day of the first bi-weekly pay period after and the employee’s completion and submission of any required enrollment forms and supporting documentation.

For part-time employees who first become eligible for benefits coverage by operation of pursuant to the ACA, either following their initial measurement period (first year of continuous employment) or following any subsequent measurement period, coverage shall be offered to the employee within the time frames specified by the ACA and shall become effective on the first day of the pay period specified by the County and in compliance with the ACA, provided that the employee has properly enrolled in coverage.

Upon first becoming eligible for health insurance coverage, all eligible employees have sixty (60) calendar days to enroll in such insurance coverage. Employees failing to enroll within the specified time frame shall be deemed to have waived coverage under the plans and shall not be eligible. Employees who are not covered under the plan may elect eligible to participate enroll until at the next Open Enrollment period by submitting the required enrollment forms, or upon the occurrence of under a Qualifying Status Change life Event, as permitted under IRS regulations or other applicable laws, outside of the open enrollment period.

### 2.3 Medical Insurance Options: 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 two plan options, 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 Status Change Event qualifying life event, by completing an enrollment form and selecting the "Opt Out" option. All associated documents to support Qualifying Status Change Events qualifying life event changes need to be submitted to the county within 60 days of the qualifying event.

Health plans will be renewed through an open enrollment process which will occur on an annual basis. A list of the current County plan offerings is available on the County's website ([www.sjgov.org](http://www.sjgov.org)) under the Human Resources Benefits section.

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

#### 2.3.1 Medical Insurance Premiums: Full-time Employees

The County will contribute 80% of the premium and the employee shall contribute 20% of the premium for employees electing the standard PPO or the standard HMO plans at all tier levels (employee, 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.

~~1. 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 [and eligible dependents](#).

The maximum annual 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](http://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 [and their dependents](#). 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](http://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 [during the previous year, as determined through an annual assessment, shall be eligible to receive in the applicable measurement period will be offered employee-only medical coverage](#)

under a County-designated plan (currently known as Plan C). The initial eligibility assessment will occur on the employee's first anniversary date of hire. All subsequent assessments will be conducted during the annual open enrollment period. (typically May to May). ~~benefits for the employee only in a County-specified plan.~~ 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 Compliance with Applicable Benefit Laws and Eligibility

Eligible Coverage in the full-time medical plans will be extended to eligible part-time Employees who have worked an average of 30 or more hours per week in the previous year (assessed on an annual basis) for the employee only. ~~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.

#### 2.6 Life Insurance – NO CHANGES

##### 2.6.1 Additional Life Insurance – (NO CHANGES)

#### 2.8 Flexible Benefits – (NO CHANGES)

##### 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~~ 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 and must stay within

IRS requirements for prorating based on a particular calendar year HDHP enrollment in order to avoid tax penalties:

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

**2.9 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.

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

**2.10 Coverage for Surviving Dependents-No Changes**

**3.4.3 Floating Holidays (County will add an additional floating holiday.)**

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

- (a) Employee's birthday.
- (b) February 12 - Lincoln's Birthday.
- (c) March 31 - Cesar Chavez's Birthday.
- ~~(e)~~(d) June 19 - Juneteenth
- ~~(d)~~(e) The second Monday in October - Columbus Day.

## Salaries (All SEIU MOU's)

### 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, vacation, 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 salary 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 ~~October 24, 2022~~ July 27, 2026, all employees shall receive a Cost of Living Adjustment of four percent 6 (4%) of base salary.
- b) Effective ~~July 3, 2023~~ June 28, 2027, all employees shall receive a Cost of Living Adjustment of four percent 5% (4%) of base salary.
- b)c) Effective the first full pay period following adoption by the Board of Supervisors, the Communication Dispatcher III classification will receive a 2.6% percent administrative adjustment.
- c)d) Effective on the payday of November 25, 2026, (11/2/2026 through 11/15/2026 pay period) all full-time employees on payroll upon adoption of this agreement and still on payroll as of November 2, 2026, shall receive a one-time lump sum payment of \$600.00.
- d)e) Effective on the payday of November 25, 2026, (11/2/2026 through 11/15/2026 pay period) all part-time and temporary employees on payroll upon adoption of this agreement and still on payroll as of November 2, 2026, shall receive a one-time lump sum payment of \$300.00.

In addition to base salary adjustments listed above, July 27, 2026, employees in the following classifications shall receive the listed salary adjustments to maintain appropriate salary spreads with entry-level classification salaries that were increased under the June 29, 2026 SB 525 Minimum Wage mandates.

Classification	Salary Spread Adjustment
Food Service Worker II	0.475%
Food Service Worker III	0.475%
Behavioral Health Outreach Worker	1.711%
Community Health Outreach Worker SB-525	1.711%
Medical Assistant Specialist SB-525	1.711%
Mental Health Interpreter II	1.711%
Senior Office Assistant SB-525	1.711%
Office Assistant Specialist SB-525	1.711%
Office Secretary SB-525	1.711%
Office Technician/Coordinator SB-525	1.711%
Administrative Secretary SB-525	1.711%
Department Payroll Specialist SB-525	1.711%
Stock Clerk II SB-525	1.711%

Effective July 1, 2024, all employees shall receive a Cost of Living Adjustment of a two percent 4% of base salary:

Effective July 14, 2025, all employees shall receive a Cost of Living Adjustment of 3% of base salary:

Employees designated eligible to participate in the part-time program, as defined in Section 7, may receive a 15% pay supplement in lieu of benefits.

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 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.

## **7.1 Definitions of Part-time and Temporary**

Definitions for part-time and temporary employment shall be as follows: In accordance with the definitions set forth in the Bylaws of San Joaquin County Employees' Retirement Association (SJCERA), for purposes of retirement system coverage only.

Part-Time Employment is defined as:

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 one thousand five hundred fifty-nine (1559) ~~1560~~ hours on payroll in a calendar fiscal year). A part-time position is ongoing in nature and anticipated to exceed six (6) months' duration.

Each Department shall ~~work with employees to track hours~~ on payroll and schedule payroll hours accordingly to prevent part-time employees from exceeding 1559 hours on payroll per calendar year. Appropriate scheduling practices and supervisory oversight shall be used to maintain compliance with the established part-time hours limitations. The parties agree to schedule monthly Labor Management meetings for the purpose of discussing issues surrounding part time hours.

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).

The definition of temporary employment shall be as follows:

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 calendarfiscal 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 calendarfiscal year) in a position which is not ongoing in nature. Temporary positions are not to exceed one thousand five hundred fifty-nine (1,559) hours on payroll in a calendar year.

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

  
\_\_\_\_\_  
**Bill Petrone, Chief Negotiator**

**SEIU 1021**

July 1, 2026  
\_\_\_\_\_  
**Date**

**SAN JOAQUIN COUNTY**

  
\_\_\_\_\_  
**Chuck Flesher, Chief Negotiator**

  
\_\_\_\_\_  
**Robert Bonner, Interim HR Director**

7/1/2026  
\_\_\_\_\_  
**Date**

7/1/26  
\_\_\_\_\_  
**Date**

Passed  
Date: 6-10-26  
Time: 10:33am

## Tentative Agreement

Date: 6/10/26

### Proposal # SEIU #25 Sick Leave Verification

Offered:

Subject: Sick Leave Verification

#### **3.3.4 Sick Leave Verification [SEIU Proposal #25]**

The Employer may request verification of illness or injury for absences when there is basis to believe sick leave is being abused.

As used in this section, "pattern of abuse" or a basis to believe abuse includes, but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days, paydays, coming in late, leaving early or previously denied time off requests.

This verification requirement shall not apply to absences that are protected under applicable federal and state laws unless otherwise prohibited by law or for preapproved absences.


Employees absent from work because of illness, injury, or quarantine, or for non-emergency medical, dental or optical care shall be paid only upon furnishing the Appointing Authority or designee with satisfactory proof as may be required by the Appointing Authority or designee that the absence was due to such cause. The requirement, need and form for such verification shall be made known to the employee in advance of any absence, but no later than the time the employee calls in sick, provided that the employee has complied with departmental call-in procedures. An Appointing Authority shall not require "after the fact" verification.

If verification is requested, the requirement and the need for medical verification shall be confirmed to the employee in writing within two weeks after the employee's return, explaining the justification for the request.

An employee can only be placed on sick leave verification for a period of (60)(90) sixty ninety days, unless the employee fails to provide satisfactory proof of illness or continues the "pattern of abuse" as stated in the second paragraph of this section.

The sick leave verification period may be reviewed and extended, in 30 day increments if the conditions are not adhered to, as necessary.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_

Passed

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

## **Tentative Agreement**

**Date: 6/10/26**

### **Proposal # County's #8 Salary Administration**

**Offered:**

**Subject:**

#### 6. SALARY ADMINISTRATION

##### 6.1 Salary upon Appointment

New employees shall be appointed at the first step of the salary **range grade** adopted for the particular class of position to which the appointment is made. The Board of Supervisors or such individual as the Board may designate, upon certification of the Director of Human Resources that recruiting difficulties exist, may provide that a particular allocated position be filled at a step above the minimum of the **range grade** commensurate with the qualifications of the prospective appointee which are above the minimum requirements set forth in the class specifications.

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary **range grade** at which the new employee enters may be raised to that step or to a lower step in the **range grade** upon the request of an Appointing Authority and the recommendation of the Director of Human Resources and subject to approval of the County Administrator.

Notwithstanding other provisions of this memorandum regarding merit advancement days, the merit advancement of all employees in that class of position may be changed in order to retain equitable relationships as recommended by the Director of Human Resources and approved by the County Administrator.

##### 6.2 Step Increases

###### 6.2.1 Regular Full-time Employees

A regular full-time employee shall be required to serve a merit advancement period of twenty-six (26) bi-weekly pay periods on each step of the salary **range**grade assigned to the classification of which the employee is an incumbent before becoming eligible for advancement to the next higher step. An employee shall not advance to the next higher step until the employee receives the affirmative recommendation from their department head and the employee's eligibility for advancement has been verified by the Director of Human Resources. An employee shall not advance to the next higher step if their overall performance is evaluated as less than satisfactory. Nothing in this Memorandum shall be construed to provide that step increases are automatic.

Advancement within a salary **range**grade shall not be made more frequently than once in any period of twenty-six (26) consecutive pay periods nor shall any employee advance more than step within a salary **range**grade at one time except as provided in Section 6.1 above.

6.2.2 Eligibility for Step Increases for Part-time and Temporary Employees

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

For purposes of this section, if part-time and/or temporary seasonal employees reach the maximum allowable hours on payroll (~~1559~~<sup>1,560</sup> hours) prior to the end of the **calendar** ~~fiscal~~ year and the position assignment is identified as on-going, departments will remove the employee from the work schedule until the beginning of the new **calendar**~~fiscal~~ year in order to maintain unbroken service status.

For the Union:



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For the County:



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Passed  
Date: 6/10/26  
Time: 10:33 am

**Tentative Agreement  
June 10, 2026**

**Proposal: Union Proposal #15**

**Offered: June 10, 2026**


**Subject: Longevity**

**4.8 Longevity Pay**

Employees in this unit who have completed 20,800 hours of regular paid, full-time continuous San Joaquin County 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 32% base salary.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_



**County of San Joaquin  
And  
SEIU  
2026 CBA Negotiations**

**Passed**  
Time: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tentative Agreement  
April 8, 2026**

**PARA/PROF/SIC/SUP units**

**Subject: Section 1.3.1**

**Interest: Update Clean up Language**

**Proposal:**

New Section 1.3.1 Participation in an Affiliation, Merger or Partnership

In the event that any County department, unit, or section, including Health Care Services, participates in an affiliation, merger, partnership or any variation thereof, the County and SEIU, upon request of either party, shall meet and confer on all bargainable issues arising there from.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_



**Tentative Agreement  
3.25.26**

**Passed Time: \_\_\_\_\_  
Date: \_\_\_\_\_**

**County - Proposal # 1  
SEIU All Units**

**Offered: February 17, 2026**

**Subject: 1.4 Discrimination in Employment Prohibited**

**Interest: Update language to be legally compliant with Federal and State law.**

**Proposal:**

**1.4 Discrimination in Employment Prohibited**

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

Any employee who believes they have been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with their Department Equal Employment Opportunity Coordinator. The initial contact should be made as soon as possible.

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


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

San Joaquin County shall comply with the provisions of the ADA and FEHA. Individuals requesting reasonable accommodation(s) shall make a request to their supervisor or manager, supported by medical certification from a medical provider. The request shall identify the specific work restrictions along with any recommended reasonable accommodation(s) needed in the workplace. The medical certification shall also specify the anticipated duration needed for the work restrictions. The manager and/or supervisor shall engage in a good faith, timely, interactive process with the employee in compliance with the ADA and FEHA. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. Documentation and/or information received through this process is subject to confidentiality laws. Human Resources, Disability Management Unit may be contacted for assistance and facilitation of the interactive process. Reasonable accommodation determinations are made at the department level.



County Proposal 1 Section 1 Discrimination in Employment Prohibited

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_



**County of San Joaquin  
And the  
SEIU Associations  
2026 CBA Negotiations**

**Passed**  
Time: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tentative Agreement  
3/25/26**

**County - Proposal # 4**

**PROF (E) UNIT**

**Offered: February 17, 2026**

**Subject: Section 3.6.1**

**Interest: Clean up**

**Proposal:**

**3.6.1 Continuing Education Leave**

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

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 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.



**TA County Proposal 4 Leaves Section 3.6.1 Continuing Education**

For the Union: 

For the County: 



**County of San Joaquin  
And the  
SEIU Associations  
2026 CBA Negotiations**

**Passed**  
Time: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tentative Agreement  
03/25/26**

**County - Proposal #5**

**PROF (E) UNIT**

**Offered: February 17, 2026**

**Subject: Section 4.2.16**

**Interest: Update Clean up Language**

**Proposal:**

**4.2.16 License/Certificate Fees**

The County agrees to reimburse the following classifications for fees required to renew State required license certification:


- Engineer IV
- Licensed Land Surveyor
- Plan Check Engineer
- Registered Environmental Health Specialist
- Clinical Lab Scientist I/II
- Pharmacist
- Physical Therapist
- Occupational Therapist
- Public Health Microbiologist
- Clinical Microbiologist I
- Any classification that requires a LPCC, LCSW or MFT license
- Engineering Geologist
- Speech Therapist
- Physician Assistant
- Clinical Dietitian
- Public Health Nutritionist
- Registered Dairy Inspector



**TA County Proposal 5 Section 4.2.16 License and Certificates PROF E**

Fees associated with initial certification will not be covered.

For the Union: \_\_\_\_\_  


For the County: \_\_\_\_\_  




**County of San Joaquin  
And the  
SEIU Associations  
2026 CBA Negotiations**

**Passed**  
Time: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tentative Agreement – 03/25/2026  
County - Proposal # 6  
PROF (E)**

**Offered: February 17, 2026**

**Subject: Section 5.6**

**Interest: Clean up Language obsolete (already occurred)**

**Proposal:**

**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 work week, by the accrual of exempt compensatory time at the rate of one times the hours worked in excess of forty (40) hours in a given workweek. The maximum exempt 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 employees 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. 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 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 employees in Group 2 and Group 4, if the department head concludes that the department's budgetary situation allows latitude to confer either compensatory time off or overtime, the department will give good faith consideration to employee preference. Departmental conditions can change within fiscal years and determinations under this section are not grievable.

~~The County agrees to move the Information Systems Analyst III - V classifications and the Information Systems Analyst V-Security Officer classification from Group 1 to Group 2 within 90 days of the Board's approval of this agreement.~~

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_



**County of San Joaquin  
And the  
SEIU Associations  
2026 CBA Negotiations**

**Passed**  
Time: \_\_\_\_\_  
Date: \_\_\_\_\_

**Tentative Agreement 03/25/2026  
County - Proposal #7  
Unit- R Supervisors**

**Offered: February 17, 2026**

**Subject: Section 5.6 Overtime or Exempt Compensatory Time  
Interest: Clean up Language (It has already occurred)**

**Proposal:**

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 work week, by the accrual of exempt compensatory time at the rate of one times the hours worked in excess of forty (40) hours in a given workweek. The maximum exempt 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 employees 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. 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 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 employees in Group 2 and Group 4, if the department head concludes that the department's budgetary situation allows latitude to confer either compensatory time off or overtime, the department will give good faith consideration to employee preference. Departmental conditions can change within fiscal years and determinations under this section are not grievable.

~~The County agrees to move the Biomedical Equipment Technician III classification from Group 1 to Group 2 within 90 days of the Board's approval of this agreement.~~

For the Union: 

For the County: 



Passed  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_

**Tentative Agreement 4/22/26**

**County - Proposal # 10**

**Bargaining Units: All Units**

**Offered: February 26, 2026**

**Subject: Section 8 Retirement**

**Interest: Updated Membership Definitions in line with SJCERA By-Laws**

**Proposal:**

**8. RETIREMENT**

Unless otherwise stated, all statutory references in this section “8. Retirement” of this Memorandum of Understanding are to the California Government Code.

**8.0 Retirement Tier and Eligibility**

SJCERA Tier 1 - Employees who established and maintain membership in the San Joaquin County Employees’ Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place on December 31, 2012, hereinafter “SJCERA Tier I.”

SJCERA Tier II - Employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees’ Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code), hereinafter “PEPRA”, participate in the defined benefit formula prescribed by PEPRA, hereinafter “SJCERA Tier II.”

Every employee of San Joaquin County who is appointed to a permanent full-time position shall be a member of SJCERA.

For purposes of SJCERA Membership only. “Permanent Full-Time” is hereby defined as an employee who is on payroll for 1560 or more hours in a

calendar year.

For purposes of SJCERA Membership only. "Part-Time" is hereby defined as an employee who is on payroll for 1559 hours or less in a calendar year.

#### 8.1 Retirement Formula

The County shall maintain the defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I and in Section 31664.1 (3% at age 50) for Safety Members of SJCERA Tier I.

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPR (2.0% at age 62). Safety Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.25(d) of PEPR (2.7% at age 57).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31870.1 for monthly benefits payable by SJCERA to retired members of SJCERA (Tiers I and II) or their beneficiaries.

#### 8.2 Retirement Age and Service

The provisions of Section 31672 permitting service retirement for General Members of SJCERA Tier I at age seventy (70) years, or at age fifty (50) years with the completion of ten (10) years of service as adopted by County Resolution R-72-1245, or with 30 or more years of service regardless of age shall be maintained for employees who are General Members of SJCERA Tier I. The provisions of Section 31663.25 permitting service retirement for Safety Members of SJCERA Tier I at age seventy (70) years, or at age fifty (50) years with the completion of ten (10) years of service, or with 20 or more years of service regardless of age shall be maintained for employees who are Safety Members of SJCERA Tier 1.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age. Section 7522.25 permits service retirement for Safety Members of SJCERA Tier II after five (5) years of service and upon reaching fifty (50) years of age.

##### 8.2.1 Retirement Benefits – Final Compensation Period

For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the

twelve (12) consecutive months elected by the member at or before the time the member files an application for retirement or, if no election is made, the twelve (12) consecutive months immediately preceding the member's retirement.

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

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

### 8.3 Retirement Contributions

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

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

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

Employees who are Safety Members of SJCERA Tier I and employees who were General Members of SJCERA Tier I on March 7, 1973, and remained

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

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

#### 8.3.1 Retirement COLA Cost Share

The County agrees to pay the costs of the contributions which would otherwise be assessed to individual members of SJCERA for their cost of living contributions, and replace it with a cost-sharing ratio in which the employees in these units will pay fifty percent (50%) of the retirement COLA contribution and the County will pay fifty percent (50%) of the retirement COLA contribution.

#### 8.4 Retirement - Sick Leave Conversion

A sick leave credit account shall be established for each employee who: (1) separates from employment and concurrently assumes a retired status, either deferred, service, or disability, in the San Joaquin County Retirement Association; (2) continues such employee's coverage under a County health insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

The account shall be credited upon separation with the eligible employee's total number of sick leave days for the purpose of paying the monthly health insurance premiums as well as the dental insurance premium for any dental plan offered by SEIU. For the purposes of this section, each eight (8) hours of sick leave is equal to one (1) day.

The amount of credit allowed for each day of accumulated sick leave shall be calculated as follows:

For any eligible member as this unit employed by the County prior to the date of this Memorandum, the dollar value of the conversion shall be capped at \$221.24 for each eight (8) hours of sick leave.

Any employee hired after August 27, 2001 shall not be eligible for this benefit.

The account shall be eligible for use by the employee and the employee's

dependents eligible under the plan, as of the effective date the retired employee is first paid a monetary retirement allowance by the Retirement Association and shall continue until such account is fully depleted, the employee ceases to be a member of the Retirement Association, or the employee and all the employee's dependents cease to be covered by the health insurance plan, whichever first occurs. Retirees who are on deferred status shall be eligible for health insurance coverage but may not utilize such account mentioned above until otherwise eligible.

8.5 Retirement Death Benefits

The death benefits provisions of Section 31789.3 of the Government Code shall be maintained for County Retirement System Members.

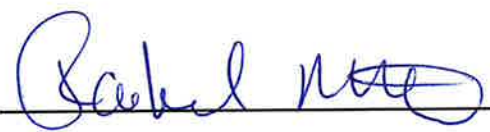
8.6 Retirement Information

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on County time.

8.7 Retirement Buy Back

For employees who wish to purchase previous temporary San Joaquin County service under the provisions of Government Code Section 31641.5, the County shall assume responsibility for 50% of the amount of the contribution the employee is required to pay in order to be credited with such service. The amount assumed by the County shall not become part of the employee's accumulated contributions and shall not be considered compensation for purposes of contributions to, or benefits from the San Joaquin County Retirement Association.

For the Union:  4/22/21

For the County:  4/22/21



County of San Joaquin

Passed

SEIU 1021

Time: \_\_\_\_\_

2026 CBA Negotiations

Date: \_\_\_\_\_

**Tentative Agreement – 03/25/2026**

**County - Proposal #11**

**PROF (E) UNIT**

**Offered: February 17, 2026**

**Subject: Section 7**

**Interest: BOS Adopted Audiologist Series need to add**

**Proposal:**

7. PART-TIME EMPLOYMENT

The following provisions shall only apply to the following part-time or Per Diem Health Care Professional (HCP) employees: Physician Assistant series, Physical Therapist series, Pharmacist series, Occupational Therapist series, Speech Therapist series, Clinical Laboratory Scientist series, Audiologist series and Clinical Microbiologist series.

- a. At the time of hire, part-time employees in the above designated classes shall either be offered part-time employment with fringe benefits or be designated as Per Diem.
- b. Fringe benefits shall include health, dental, vision, and life insurance; vacation, sick leave, holidays; and other benefits as described in Sections 2 and 3 of this Memorandum.
- c. A part-time with benefits employee who is scheduled to work 41 hours in any given pay period will receive pro-rated leave based on the hours scheduled and will receive the County's contribution for health benefits for that pay period. A part-time with benefits employee will not lose health, dental, vision or life insurance benefits or vacation, holiday, or sick leave accrual if the employee is scheduled to work 41 hours in a pay period and is told not



to come to work or is sent home prior to completing the whole scheduled shift. An employee is considered to be scheduled to work 41 hours in a pay period if the schedule posted by the Department indicates that the employee is scheduled to work 41 hours in that pay period.

- d. A part-time with benefits employee on an authorized leave of absence may maintain benefits coverage in accordance with the County provisions noted in Section 2.9 of this Memorandum.
- e. Part-time with benefits employees may not be required to change to Per Diem Status. Part-time with benefits employees who elect to change to Per Diem Status, may do so at a time mutually agreeable to the County and may not reemroll in benefits without being hired into a part-time with benefits position.
- f. Per Diem employees in the above classifications may apply for part-time with benefits employment opportunities to receive fringe benefits.
- g. Employees listed above who are designated as Per Diem will not receive pro-rated benefits but shall receive pay in lieu of benefits as described in Section 4.1 of this Memorandum regardless of the number of hours worked in any pay period.

Per Diem employees who meet the Affordable Care Act (ACA) stability period requirements may opt to receive medical plan coverage only and will no longer be eligible to receive the pay in lieu of benefits supplement as described in Section 4.1 while receiving medical plan coverage. Per Diem employees who choose to waive the medical plan coverage option will continue to be eligible to receive pay in lieu of benefits.

For the Union: 

For the County: 



Passed

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

**Tentative Agreement to SEIU's Counter Proposal to County Proposals 12,13,14,16  
Existing Side Letters**

**Offered: May 06, 2026**

**Subject: Existing Side Letters**

1. County #12 - incorporate language in the Trades, Labor and Institutional MOU in Section 13.2 and make it the final paragraph. In the Supervisors MOU incorporate the language into Section 13.2 and make it the final paragraph.
2. County #13 - For the Para, Pro, and Supervisor Contracts, Retitle 4.2.6.3 from Intake and Assessment Supplement to **Human Services Agency Social Worker Supplement** and add the second paragraph of the side letter only to the section.
3. County #14 - For the Professional MOU, 10.3.1 Add the words **and Agricultural Commissioner's Office** to paragraph (a) and paragraph (b).  
Section 13.3 Boot Allowance (SUP) Add the words **Agricultural Commissioner's Office** to paragraph (b) and paragraph (C).  
Section 4.2.16 in Professional MOU add Ag. Biologist/Standards Inspector I, II, III, to the end of existing list and in the Supervisor MOU add Ag. Biologist/Standards Inspector IV to the end of the existing list.  
(Include the below Existing Side Letter Language to Section 4.2.16 - License/Certificate Fees to both MOUs PRO and SUP)

**The County agrees to reimburse the cost of examination fees for those certifications required for the Ag. Biologist/Standards Inspector classification series in which they successfully pass the exam process. Examination fees for failing the exam process will not be reimbursed.**

Add Section 4.2.14 in its entirety to the Professional MOU and Section 4.2.14 in its entirety to the Supervisor MOU.

4. County #16 - Incorporate Section 4.2.17 in its entirety into the Para Professional MOU and Section 4.2.17 in its entirety into the Supervisors MOU.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_



**Tentative Agreement  
County - Proposal # 19  
OOT (G), PARA (F), PROF (E), SUP (R)**

**Offered: May 13, 2026**

**Subject:** New Section 4.2.14 Facility Pay for BHS at Juvenile Justice Center

**Interest:** **Updating Place Holder that was submitted on 03/10/26 with a comprehensive proposal.**

**Proposal:**

**OOT (G)**

**4.2.14 Facility Pay (New Section)**

Behavioral Health employees in the following classifications will receive a supplement of 3% of base salary only for time worked in Juvenile Hall.

Office Assistant (SB 525)  
Senior Office Assistant (SB 525)

Employees in the specified classifications will receive this supplement as “pay always” whenever they are regularly assigned to the Juvenile Hall.

**PARA (F)**

**4.2.14 Facility Pay (New Section)**

Behavioral Health employees in the following classifications will receive a supplement of 3% of base salary only for time worked in Juvenile Hall.

Mental Health Specialist I/II  
Psychiatric Technician  
Senior Psychiatric Technician

Employees in the specified classifications will receive this supplement as “pay always” whenever they are regularly assigned to the Juvenile Hall.

**PROF (E)**

**4.2.14 Facility Pay (New Section)**

Behavioral Health employees in the following classifications will receive a supplement of 3% of base salary only for time worked in Juvenile Hall.

Mental Health Clinician I/II

Employees in the specified classifications will receive this supplement as “pay always” whenever they are regularly assigned to the Juvenile Hall.

**SUP (R)**


**4.2.14 Facility Pay (New Section)**

Behavioral Health employees in the following classifications will receive a supplement of 3% of base salary only for time worked in Juvenile Hall.

Mental Health Clinician III  
Chief Psychiatric Technician  
Mental Health Specialist III

Employees in the specified classifications will receive this supplement as “pay always” whenever they are regularly assigned to the Juvenile Hall.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_

County of San Joaquin  
SEIU 1021  
2026 CBA Negotiations

Passed  
Date: 5/13/2026  
Time: 11:17am

**Tentative Agreement**  
**PROF, PARA, SUP, OOT, TLI**  
**Date: 5/13/2026**

**Subject:** Section 5.7 Meal & Rest Periods Place Holder

**Interest:** **Updating Placeholder that was passed on March 10, 2026.**

Define missed meal penalties for Health Care Staff.

### 5.7 Meals and Rest Periods

#### 5.7.1 Rest Periods

To promote maximum productivity and morale, it is the policy of San Joaquin County that, when County operations permit, each employee shall be entitled to two (2) rest periods not exceeding fifteen (15) minutes each, during a regular eight (8) hour shift. When County operations permit, such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each employee's work day. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

#### 5.7.1.2 Meal Period and Rest Break Compensation Health Care Staff

The meal and rest period requirements under SB 1334 apply to employees who provide direct patient care or support direct patient care in general acute care hospitals, clinics or public health setting.

(a) If a health care employee is unable to take a scheduled meal or rest break due to work demands or patient care needs, they must notify their supervisor immediately prior to the missed meal or break. The health care employee should document the missed meal period or rest break by recording it as prescribed by the Department.

(b) The health care employee shall be entitled to monetary payment equivalent to one additional hour of pay at the health care employee's regular rate of pay for each workday that the health care employee was not able to take the meal period due to work related reasons and reported and documented their missed meal periods as set forth above.

(c) Health care employees shall be entitled to a monetary payment equivalent to one additional hour of pay at the employees' regular rate of pay for each workday that the health care employee was not

authorized or permitted to take a rest break due to work related reasons and reported and documented their missed rest break as set forth above.

(d) Health Care employees may receive a maximum of two hours of additional compensation per day (one hour for a meal period penalty and one hour for a rest break penalty payment).

5.7.2 Meals during Overtime

Meals which must be consumed on the job after the normal workday and while working in an overtime situation are not to be considered as an interruption of overtime work performed. The County shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in a paid status. An employee, upon request, shall be allowed to take a thirty 37 (30) minute meal break after two (2) hours overtime and every four (4) hours thereafter. The County retains the right to refuse requests for meal breaks in the event of emergency.

For the Union:  \_\_\_\_\_

For the County:  \_\_\_\_\_

**Tentative Agreement  
 County - Proposal # 3**

**Offered:** February 17, 2026

**Subject:** Section 3 Leaves

**Interest:** Cleanup and update language pursuant to recent changes in bereavement leave law and to remain consistent with leave language throughout the County

**Proposal:**

**SIC (H)**

3.1 Vacation

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

(a)	(b)	(c)	(d)	(e)
Hours on payroll equal to # of full continuous bi-weekly payroll periods	Hourly accrual rate	Maximum bi-weekly accrual hours	Approx. hours annual accrual	Maximum accumul. hours
less than 78	.0385	3.080	80	160
78, but less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520 or more	.0885	7.080	184	320

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick



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 times which are mutually agreeable to the employee and the department; however, the Department Head has final authority to grant or deny such request.

## **ALL UNITS**

### 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 or immediate family member;
- (b) Diagnosis, care, or treatment of an existing health condition of, or preventative care (including dental and optical) for an employee or an employee's immediate family member;

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

For the purpose of this Section, designated person is defined as a person identified by the employee at the time the employee requests the use of paid sick leave. The use of sick leave for this purpose does not require that the person be related to the employee by blood or the equivalent of a family relationship.

Employees can identify one (1) designated person each fiscal year (i.e., July 1 – June 30) in compliance with CA Labor Code 245.5.

- (c) 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.

(d) An amount sufficient which, when added to an employee's **temporary** disability indemnity benefits **received** under Workers' Compensation, will result in a payment to the employee not more than the employee's regular salary.

(e) An amount sufficient which, when added to an employee's **disability** benefits **received** 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.

(f) Regular full-time 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 **bond with care for a newborn, a newly placed foster child, or an** adopted child.

(g) 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 minute increments up to the maximum amount.~~ A minimum of fifteen (15) minutes of accrued sick leave must be used up to the maximum amount.

(h) Sick leave may also be authorized for reasons covered by Labor Code **233 ("Kin Care") section and** 246.5-

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

### 3.3.3 Sick Leave Exclusion

~~No employee shall be entitled to sick leave because of any of the following:~~

~~(a) Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;~~

~~(b) Illness, injury, quarantine or disability while on leave without pay;~~

~~(c) An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.~~



## ALL UNITS

### 3.4 Holidays

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

## ALL UNITS

### 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) Employee's birthday.
- (b) February 12 - Lincoln's Birthday.
- (c) March 31 - Cesar Chavez's Birthday.
- (d) The second Monday in October - Columbus Day.

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

## PROF (E), PPT (F), SUP (R)

### 3.5 Bereavement Leave

~~The County shall provide up to five (5) days of bereavement leave to regular full-time employees and part-time employees who suffer the death of a qualifying family member. For the purposes of this section, up to five (5) days of bereavement leave is protected leave under the California Family Rights Act (CFRA). This leave is separate and distinct from the twelve weeks of leave permitted under CFRA.~~

~~Upon hire, regular full-time employees, job share employees, and part-time employees (as defined in section 7) are allowed to take three (3) scheduled County work days off with pay for each death of a qualifying family member.~~

~~Additionally, regular full-time employees and part-time with benefits employees employed for at least thirty (30) days before the commencement of leave may use two (2) days of accrued leave for a total of five (5) days of bereavement leave. The employee may elect to use any available leave accruals for the two (2) days, including sick leave. If no accrued leave is available, the employee may take leave without pay.~~



Part-time employees and per diem employees employed for at least thirty (30) days before the commencement of leave may take up to five (5) scheduled County work days of unpaid bereavement leave. Part-time employees may elect to use any available leave accruals for the five (5) days of bereavement leave. If no accrued leave is available, the employee may take leave without pay.

Regular full-time employees, part-time employees (as defined in Section 7), and job-share employees, who suffer the death 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 (7) consecutive day period and will be paid only for days and hours they were scheduled to work.

A qQualifying family members is are:

- 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, foster parent, legal guardian, or person who stood in loco parentis when the employee or employee's spouse or registered domestic partner was a minor child)
- d. Grandparent or great-grandparent of the employee or the employee's spouse or registered domestic partner
- 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

Bereavement leave can be taken intermittently and does not need to be consecutive. The employee must complete the Bereavement Leave within three (3) months of the qualifying family member's death. The three (3) months may be extended under extenuating circumstances as determined by and with the approval of the Department Head, but they shall not exceed one year.

Proof of the qualifying family member's death is required. Acceptable documents include, but are not limited to, death certificates, obituaries, signed verifications from funeral homes/mortuaries, or other documents deemed sufficient by management. Documents may be source-verified.

San Joaquin County will comply with the California Family Rights Act (CFRA), maintaining all rights and provisions permitted by state law. This does not imply a greater



right to bereavement leave other than what is required by law or otherwise stated in this MOU.

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.

All leave used for bereavement under this section must be used within 30 days of the death of the qualifying family member. The 30 days may be extended under extenuating circumstances as determined by and with the approval of the Department Head, but shall not exceed one year. Proof of death of the 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.

## **OOT (G), SIC (H), TLI (I)**

### **3.5 Bereavement Leave**

The County shall provide up to five (5) days of bereavement leave to regular full-time employees and part-time employees who suffer the death of a qualifying family member. For the purposes of this section, up to five (5) days of bereavement leave is protected leave under the California Family Rights Act (CFRA). This leave is separate and distinct from the twelve weeks of leave permitted under CFRA.

Upon hire, regular full-time employees and job share employees, are allowed to take three (3) scheduled County work days off with pay for each death of a qualifying family member. Additionally, regular full-time employees employed for at least thirty (30) days before the commencement of leave may use two (2) days of accrued leave for a total of five (5) days of bereavement leave. The employee may elect to use any available leave accruals for the two (2) days, including sick leave. If no accrued leave is available, the employee may take leave without pay.

Part-time employees employed for at least thirty (30) days before the commencement of leave may take up to five (5) scheduled County work days of unpaid bereavement leave. Part-time employees may elect to use any available leave accruals for the five (5) days of bereavement leave. If no accrued leave is available, the employee may take leave without pay.

Regular full-time employees, and job-share employees, who suffer the death 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 (7) consecutive day period and will be paid only for days and hours they were scheduled to work.



Qualifying family members are:

- 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, foster parent, legal guardian, or person who stood in loco parentis when the employee or employee's spouse or registered domestic partner was a minor child)
- d. Grandparent or great-grandparent of the employee or the employee's spouse or registered domestic partner
- 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

Bereavement leave can be taken intermittently and does not need to be consecutive. The employee must complete the Bereavement Leave within three (3) months of the qualifying family member's death. The three (3) months may be extended under extenuating circumstances as determined by and with the approval of the Department Head, but they shall not exceed one year.

Proof of the qualifying family member's death is required. Acceptable documents include, but are not limited to, death certificates, obituaries, signed verifications from funeral homes/mortuaries, or other documents deemed sufficient by management. Documents may be source-verified.

San Joaquin County will comply with the California Family Rights Act (CFRA), maintaining all rights and provisions permitted by state law. This does not imply a greater right to bereavement leave other than what is required by law or otherwise stated in this MOU.

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.

All leave used for bereavement under this section must be used within 30 days of the death of the qualifying family member. The 30 days may be extended under extenuating circumstances as determined by and with the approval of the Department Head, but shall not exceed one year. Proof of death of the 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**

### **3.9.42 Pregnancy Disability Leave**

Pregnancy disability leave without pay shall be granted to all eligible County employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Memorandum.

Current law provides up to four months of leave for pregnancy disability. Employees may also be eligible for an additional 12 weeks of leave under California Family Rights Act Section 3.9.1 of this Memorandum. The County will comply with any state or federal law and reserves any rights of restrictions.

### **3.9.23 Federal Family and Medical Leave Act**

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

### **3.9.53.1 Use of Leave Accruals While on Protected Leave**

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

Employees who are not receiving wage replacement benefits must use available leave accruals to maintain at least thirty-two (32) hours of paid time per pay period, and must exhaust all available 25 leave accruals prior to taking leave without pay. Use of leave accruals is subject to the requirements of Section 3 of this MOU, to the extent permitted by state and federal law.

### **3.9.34 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-related activity. Current state law provides that parents, guardians, stepparents, foster parents, grandparents, or person who stands in loco parentis 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. 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.

~~3.9.4 Pregnancy Disability Leave~~

~~Pregnancy disability leave without pay shall be granted to all eligible County employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Memorandum.~~

~~Current law provides up to four months of leave for pregnancy disability. Employees may also be eligible for an additional 12 weeks of leave under California Family Rights Act Section 3.9.1 of this Memorandum. The County will comply with any state or federal law and reserves any rights of restrictions.~~

~~3.9.5 Use of Leave Accruals While on Protected Leave~~

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

~~Employees who are not receiving wage replacement benefits must use available leave accruals to maintain at least thirty-two (32) hours of paid time per pay period, and must exhaust all available 25 leave accruals prior to taking leave without pay. Use of leave accruals is subject to the requirements of Section 3 of this MOU, to the extent permitted by state and federal law.~~

**PROF (E), PPT (F), SIC (H), SUP (R)**

**3.13 Leave during Job Action**

**No employee shall be eligible for paid leave as a result of, or while participating in or engaged in, any concerted work action.**

For the Union:



For the County:





Date 1/26/20

#20

Proposal from SEIU to San Joaquin County, Para Professional Unit

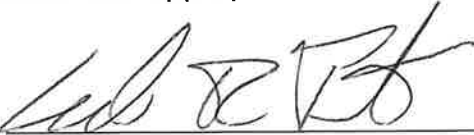
Section 10.3.1 Boot Allowance

- 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  \_\_\_\_\_




Date 1/25/26

#7

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 1/28/26

#3

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 1/28/26

#1

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 blue 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 Nowetke

