MEMORANDUM OF UNDERSTANDING

SEIU Local 1021

and

SAN JOAQUIN COUNTY

SEIU – Para-Professional Bargaining Unit

July 15, 2026 – June 30, 2028

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PREAMBLE:

This Memorandum of Understanding, hereinafter referred to as "Memorandum", is made by and between the County of San Joaquin and the Service Employees International Union Local 1021, hereinafter referred to as "SEIU" or "Union", representing employees who are members of the Para-professional and Technical bargaining unit. This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the San Joaquin County Employer-Employee Relations Policy.

DURATION:

The MOU will be in effect from July 15, 2026, through June 30, 2028.

1. EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1. Management Rights

SEIU and the County of San Joaquin recognize that it is the exclusive right of the County except as may be provided otherwise by Civil Service Rules, this Memorandum of Understanding, or the Employer-Employee Relations Policy to make all decisions of a managerial or administrative character, including but not limited to:

a. Hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take disciplinary action against employees.

b. Lay off or demote employees from duties because of lack of funds, in the interest of economy, or other legitimate reasons.

c. Determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.

d. Take whatever actions may be necessary to carry out the mission of the County in situations of emergency, subject to meeting and conferring after the emergency to the extent required by section 1.5(b).

e. Nothing in this Memorandum shall be construed to interfere with the County's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of San Joaquin County.

1.2. Labor - Management Committees

The County and SEIU shall establish committees comprised of labor and management representatives to deal with specific areas of concern as specified by separate letter.

1.3. Employees' Rights - Employer-Employee Relations

SEIU and the County of San Joaquin recognize that each employee shall have the following rights which they may exercise in accordance with this Memorandum, Employer-Employee Relations Policy, applicable law, ordinances and rules and regulations:

a. The right to form, join, and participate in the activities of any labor organization of their own choosing for the purpose of representation on all matters within the scope of representation.

b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the County, other employees or employee organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity.

c. The right to refuse to join or participate in the activities of any employee organization.

d. The right to represent themselves individually in their employee relations with the County.

The Union or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the Board of Supervisors and serve the charged party in accordance with Section 13 of the Employer-Employee Relations Policy.

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.

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. 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.

1.5. SEIU Rights to Meet and Confer

SEIU shall have the following rights:

a. REPRESENTATION: Upon request, to meet and confer in good faith with appropriate levels of County management regarding matters within the scope of representation.

b. ADVANCE NOTICE: Except in cases of emergency, SEIU shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing SEIU with advance copies of the agenda of the Board of Supervisors and Civil Service Commission meetings.

In cases of emergency when County management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, County management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

c. REPRESENTATIVES - MEETING ATTENDANCE: SEIU may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SEIU shall submit a request for such release and shall include therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of County time for this purpose shall not be excessive, nor shall it unreasonably interfere with the performance of County services as determined by the County. The reasonableness of the number of such employees shall be the subject of negotiation.

1.6. SEIU Access

Authorized representatives of SEIU shall be allowed reasonable access to employees of the unit at their work locations during the working hours of the employees concerned for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The authorized representative shall give advance notice to the department head when contacting departmental employees during their duty period.

Reasonable solicitation for membership or other internal Union business or campaigning shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of County are not interfered with.

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.

1.8. Union Representatives

Shop stewards employed and recognized by San Joaquin County may assist employees in resolving complaints and grievances at the lowest possible administrative level of review. Shop stewards will be authorized up to three hours release time per case at the 1st and 2nd levels of the grievance and complaint process. Stewards may also be present during meetings in which employees have a "right to representation" under Weingarten based on the manager or supervisor's statement of the purposes of the meeting. The County will provide release time for such representation.

A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonably denied.

The County authorizes up to 150 shop stewards for all SEIU represented units. The Union shall provide a current list of all designated stewards to the Human Resources Division at the beginning of each calendar year and whenever there is a change in the list of stewards. The list shall show the employee name, classification, department and work location and normal area to be covered. No steward shall be recognized as such by the County without written authorization from SEIU.

1.9. Use of County Facilities

County facilities shall be available to SEIU as follows:

1. County Buildings: SEIU may be granted the use of County facilities for meetings composed of County employees within the bargaining unit provided space can be made available without interfering with County needs. SEIU shall obtain the permission of the designated County official for the use of such facilities.

2. Bulletin Boards: SEIU has the right to the reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

    a. Material shall be posted on space as designated.

    b. Posted material shall bear the name of the Union.

    c. Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.

d. Material shall be neatly displayed and shall be removed when no longer timely.

1.10. Payroll Deduction

SEIU shall have the regular dues and/or voluntary COPE deductions of its bargaining unit members, who have authorized such a deduction in writing, deducted from their paychecks under the procedures as follows:

SEIU is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to SEIU and not to the County. SEIU is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the County unless a dispute arises about the existence or terms of the authorization. Questions regarding SEIU membership, dues amounts, and payroll deductions must be directed to SEIU and not the County.

SEIU will give the County timely notice of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization.

SEIU shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on SEIU's representations and certifications regarding employee dues and COPE deduction authorizations.

This section is not subject to the complaint process, sections 17 to 17.4.

1.11. Bargaining Unit Reports

At least every 30 days, the County will furnish SEIU with the information specified below, on file with the County, for all employees employed in bargaining units represented by SEIU. The information provided will include:

Name Job title

Department Work location

Work phone number

Work email address (subject to existing use restrictions) Home phone number

Personal cellular phone number Personal email address

Home address

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code 3558 only, an employee may opt out via written request to the County (copy to SEIU) to direct the County to withhold disclosure of the employee's:

Home telephone number

Personal cellular telephone number

Personal email address(es)

1.12. Reimbursable Short Term Paid Release Time

SEIU representatives shall be allocated a total of twenty (20) hours of reimbursable short term paid release time for Union business for this bargaining unit for each 365-day period or part thereof under this Memorandum. The Union shall pay to the County the cost of such representatives' County salary for this period in cash or method to be agreed upon by the Human Resources Division and SEIU.

1.13. Reimbursable Long Term Paid Release Time

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to Human Resources at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.

2. No more than three (3) unit members shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.

3. SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of $2.50 per employee on leave, per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within 30 days of notice regarding administrative fees.

4. Reimbursement by SEIU shall occur within 30 days of County billing to SEIU.

5. The leave of absence will be approved only if it does not interfere with the performance of County services and department operations, as determined by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification. If an employee was due a merit increase during this leave, the merit increase will be delayed one full pay period for each full pay period the employee was on leave.

The County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the County.

1.14. SEIU Executive Board Member Release Time

Employees elected or appointed to the SEIU 1021 Executive Board may be afforded reasonable release time to travel to and attend meetings which are required due to the duties of their union-wide office. Reasonable release time will be dependent upon the operational needs of the individual department to which the employee is assigned and shall not exceed thirteen (13) days per calendar year, per Board member. There shall be no more than six (6) employees across all SEIU-represented bargaining units on the SEIU 1021 Executive Board at any given time.

The Union shall reimburse the County for all costs, as defined by the Auditor-Controller's Office, associated with the release time. Reimbursement by SEIU shall occur within thirty (30) calendar days of County billing to SEIU.

2.0 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 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 2.9-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 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 to participate at the next Open Enrollment Period by submitting the required enrollment forms, or upon the occurrence of a Qualifying Status Change 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 by completing an enrollment form and selecting the "Opt Out" option. All associated documents to support Qualifying Status Change Events 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) 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.

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) 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) 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 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. 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. Dependent coverage will be available for eligible dependents at the employee's expense. Participation is optional for eligible employees.

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

2.4.1 Medical Insurance Premiums: Part-time Employees

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

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

2.5 Health Insurance: Part-time Employees as Defined in Section 7

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

2.6 Life Insurance

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

a. At least one but less than three continuous years of service -- $1,000.

b. Three but less than five continuous years of service -- $3,000.

c. Five but less than ten continuous years of service -- $5,000.

d. Ten continuous years of service or more -- $10,000.

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

2.6.1 Additional Life Insurance

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

2.8 Flexible Benefits

Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and

applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed health care expenses with pre-tax dollars.

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

2.8.1 Health Savings Account

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

b. Employees on an Approved, Unprotected Leave of Absence

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

Regular full-time employees and eligible part-time employees eligible for benefits (as defined in Section 7) who are on an approved, unprotected leave of absence retain eligibility for the employer paid premium contributions for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) pay periods, so long as they have at least thirty-two (32) hours of paid time per pay period. To maintain benefits, the employee's share of the premiums necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or must be paid directly to the County's Benefits office no later than the Monday of the County's pay week.

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

c. Employees on an Unapproved, Unprotected Leave of Absence

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

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

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

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

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

2.10 Coverage for Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), any County employee who is covered by County-offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents elect COBRA coverage and pay their applicable premiums by the due date.

3.0 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:

(a) Hours on payroll equal to # of full continuous bi-weekly payroll periods	(b) Hourly accrual rate	(c) Maximum bi-weekly accrual hours	(d) Approx. hours annual accrual	(e) 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.

3.1.1 Vacation for Part-time Employees

Part-time employees who are eligible for benefits (as defined in Section 7) shall accrue and accumulate vacation for each straight-time hour on payroll in accordance with the above chart.

3.2 Vacation Time for Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family as described in Section 3.3.2.

3.3 Sick Leave

3.3.1 Accrual

Regular full-time employees and part-time employees who are eligible for benefits (as defined in Section 7) shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

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, great grandchild, or a designated person of the employee; or 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 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. 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") and 246.5. maintaining all rights and provisions that are permitted by law.

3.3.3 Sick Leave Exclusion

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.

3.3.4 Sick Leave Verification

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 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) sixty 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.

3.3.6 Sick Leave Conversion

Upon separation from employment and concurrent assumption of a retired status in the San Joaquin County Employees Retirement Association, each employee on payroll prior to August 27, 2001, shall use their sick leave balance to implement Section 8.4 of this Memorandum provided that the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation.

Each such employee on payroll prior to August 27, 2001, shall choose to use their remaining sick leave balance to implement Section 8.4 of this Memorandum provided that the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, the San Joaquin County Employees Retirement Association.

3.3.7 Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, the County agrees to the following sick leave incentive plan.

1. CONDITIONS OF PARTICIPATION: An employee must be on payroll with the County during the entire calendar year to be eligible for incentive rewards.

2. QUALIFICATIONS AND REWARDS: Eight (8) hours of incentive leave will be granted to an employee who, at the end of each calendar year, has a sick leave balance of at least 160 hours and has used less than half of the accrued sick leave for that given year of service.

3. DEFINITIONS: Incentive Leave - For the purposes of this program, incentive leave will be granted at the beginning of the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require mutual agreement of the employee and the department head or designee.

3.4 Holidays

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

3.4.1 Regular Holidays

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

a. January 1 - New Year's Day

b. The third Monday in January - Martin Luther King, Jr.'s Birthday.

c. The third Monday in February - Washington's Birthday.

d. The last Monday in May - Memorial Day.

e. July 4 - Independence Day.

f. The first Monday in September - Labor Day.

g. November 11 - Veteran's Day.

h. Any November day designated as Thanksgiving Day.

i. The Friday following the day designated as Thanksgiving Day.

j. December 25 - Christmas Day.

k. All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and adopted by the Board of Supervisors.

3.4.1.1 Regular Holiday - Weekend Observance

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

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

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Regular Full-time Employees

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

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

3.4.2.2 Regular Holiday Compensation – Part-time Employees

In addition to regular salary, part-time employees who are scheduled to work and work on a regular holiday will receive cash payment at the rate of one and one-half (1-1/2) times such employee’s hourly base salary for each hour worked.

3.4.2.3 Regular Holiday Compensation - Part-time Employees (Health Care Professionals)

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

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

3.4.2.4 Maximum Regular Holiday Time Accrual

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

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

3.4.3 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. June 19 - Juneteenth

e. The second Monday in October - Columbus Day.

3.4.3.1 Floating Holiday Observance

Regular full-time employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits (as defined in Section 7) may individually, with the approval of the department head, take such holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate up to forty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head. County offices and departments shall remain open for business on any day deemed to be a floating holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

Any regular full-time employee whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

3.4.4 Shift Designation

For the purposes of this Section, the night shift of the calendar day preceding the actual date of the regular holiday shall be considered Shift #1, the day shift of the regular holiday shall be Shift #2 and the p.m. shift of the regular holiday shall be Shift #3.

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.

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.

3.6 Education Leave

3.6.1 Continuing Education Leave

Regular full-time employees in the classifications of Licensed Vocational Nurse, Sr. Licensed Vocational Nurse, Pharmacy Technician III, Psychiatric Technician, Sr. Psychiatric Technician, Substance Abuse Counselor I, Substance Abuse Counselor II, Physical Therapist Assistant, Occupational Therapist Assistant, and Operating Room Technician shall be allowed eight (8) 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 continuing 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.

3.6.2 Continuing Education Leave -SJGH

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

Pulmonary Function Technician series. Use of continuing education leave under this section is subject to verification of the course instruction taken.

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

Continuing education leave under this section shall be scheduled at times mutually agreed to by the department head and the employee.

3.7 Military Leave

The following procedures and restrictions shall apply to military leave:

a. To be eligible for paid military leave, an employee must have at least twelve (12) months of qualifying service immediately prior to the leave. Qualifying service is continuous and consecutive County service or recognized military service. Recognized military service is defined as full-time service in the armed forces during a national or state emergency. Generally, recognized military service would be that during World War II, the Korean War, the Vietnam Conflict, or any conflict for which an expeditionary medal was awarded. This time requirement does not apply to declared emergency situations. Under such emergencies, any employee ordered to active duty is eligible for paid temporary military leave.

b. Temporary military leave with pay can be authorized for eligible employees only when they are ordered to active duty.

c. Weekend drills are not active duty. Departments will make reasonable attempts to change an employee's schedule to allow for off-duty attendance at monthly drills. If such accommodation is not possible, the employee may use leave as specified in (k).

d. A copy of the employee's order to active duty must accompany any military leave with pay.

e. Paid temporary military leave can be authorized for a maximum of thirty (30) calendar days in each fiscal year pursuant to Military & Veterans Code §395.01, et seq.

f. Upon expiration of the thirty (30) calendar days of paid military leave as set forth in subsection (e), the County shall pay the difference between the eligible employee’s regular County salary, if the employee’s military pay is less than the employee’s regular salary.

g. The County shall continue to provide employee and dependent medical, dental and vision benefits, if applicable consistent with regular employment and subject to payment of employee premiums, if any, of such coverage.

h. The eligible employee's military service shall be considered as paid employment for purposes of benefits under the County's retirement system subject to the payment of the employee contribution for periods of continuous military leave.

i. In calculating leave, holidays (floating, flexible, or regular) which occur during an employee's military leave will be charged as holidays used rather than military leave.

j. All other calendar days encompassed by the order will be counted as military leave whether normally scheduled days or days off.

k. Employees will not be denied the right to use leave to attend active or inactive military duty. If the employee is not eligible for temporary military leave with pay, the employee may request a leave of absence without pay or use accrued vacation, holiday (floating, flexible, or regular), or compensatory time off.

3.8 General Unprotected Leave of Absence

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

Employees who take leave under this section are required to use at least thirty-two (32) hours of accrued leave and exhaust all available leave accruals before taking leave without pay. Use of sick leave accruals is subject to the conditions specified in Section 3.3.2.

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

3.8.1 Personal Medical Leave

Personal Medical leave may be granted to probationary or permanent employees by the department head. Requests must be submitted with medical certification from a medical provider stating the estimated duration of the leave and anticipated release to return to work. A medical leave may be granted for a maximum of one year (extensions may be possible, usually pending disability retirement).

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

1.14.3. Educational Leave of Absence

Educational leave of absence without pay may be granted to permanent employees by the department if the leave furthers the department's goals and the employee's last performance evaluation was at least satisfactory. Initially, leave of up to one (1) year may be granted and may be extended up to an additional year.

3.8.2 Personal Leave of Absence

Personal leave of absence may be granted to a permanent employee by the department head for reasons acceptable to the department head. The employee's last performance evaluation must be at least satisfactory. Leave may initially be granted for up to one (1) year and may be extended up to an additional year.

Forms for request of leave of absence are maintained in each department. Requests for leave of absence shall be submitted sufficiently in advance of the proposed effective date to permit the department head and the Director of Human Resources to take action prior to that date.

A leave of over 30 days must be approved by the Director of Human Resources.

3.8.3 Effect of Unpaid Leave of Absence on Other Leaves

No employee who has been granted a leave of absence without pay shall accrue any vacation, sick leave or holiday during the time of such leave nor shall such time count toward gaining permanent status.

3.9 Federal and State Protected Leave

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

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

3.9.1 State Family Leave

For issues related to illness, this section applies to medical leaves of absence that meet the definition of a "serious health condition" as defined in Section 12945.2 of the Government Code or Section 29 CFR 825.113 of the Family and Medical Leave Act. San

Joaquin County will comply with the California Family Rights Act, maintaining all rights and provisions that are permitted by State and law.

3.9.2 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.

3.9.3 Federal Family and Medical Leave

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

3.9.3.1 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 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.

3.9.4 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, or regular holiday time.

3.10 Catastrophic Leave Program

3.10.1 Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by SEIU.

a. A County employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:

   1) The employee has exhausted, or will soon exhaust all their accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member, as defined in Section 3.3.2 of this MOU.

   2) The employee has received approval for a personal medical leave of absence under Section 3.8.1.

b. Employees may donate accrued vacation, compensatory time or holiday (floating, flexible, or regular) time; sick leave may not be donated.

c. Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor in each donation period.

d. Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.

e. Once donated to an individual, donated leave cannot be reclaimed by the donor.

3.10.2 Processing of Donations

Upon receipt of donation authorizations, the Auditor-Controller shall take the following actions:

a. Verify that donating employee has minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.

b. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.

c. Notify departments of changes in leave balances by noting Auditor adjustments on the payroll certs for the next payday.

d. Retain a confidential file of donation authorizations.

3.10.3 Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation.

Donated time does not alter the employment rights of the County or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding.

3.11 Leave for Civil Service Examinations and Interviews

Employees shall be allowed the necessary time off with pay to participate in Civil Service examinations and selection interviews for the County, which are held during their regular work hours.

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

A former employee who returns to County service as a result of re-employment after a layoff pursuant to Civil Service Rule 17, or who reinstates to County service within one year from the date of separation pursuant to Civil Service Rule 16, shall be entitled to sick leave benefits accrued at the time of layoff or separation, and will be returned to the same vacation accrual rate and salary grade step that was held at the time of separation.

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.

4.0 COMPENSATION

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 July 27, 2026, all employees shall receive a Cost of Living Adjustment of four percent (4%) of base salary.

b. Effective June 28, 2027, all employees shall receive a Cost of Living Adjustment of four percent (4%) of base salary.

c. 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. 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
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%

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.

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.

4.2 Supplemental Pay

4.2.1 General

No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Workers' Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods. Unless otherwise specified by the Appointing Authority or the Appointing Authority's designee, such shift

assignment shall be presumed to be scheduled upon assignment for at least four (4) full bi-weekly pay periods.

4.2.2 Special Assignment Supplement

The Director of Human Resources may authorize a 5% salary increase to any employee designated by the County Administrator to be on special assignment.

4.2.3 Shift Differential

The shift differential will be $1.15 per hour for p.m. and split shifts, $1.45 per hour for night shifts, and $1.00 per hour for weekend shifts.

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

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

4.2.4 Standby Pay

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

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

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

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

4.2.5 Work Above Class

A department head may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of

such employee provided the temporary assignment does not exceed five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period. If an employee is assigned to a classification with a higher salary range for more than five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period, the employee shall be compensated, beginning with the sixth day of such above-class assignment, at an amount equal to what the employee would receive if promoted to the higher class, or 5% if no class exists. Such assignment must receive approval of the Director of Human Resources. Assignments to cover routine vacation or sick leave absences will not be approved. Vacation or sick leave absences in excess of two weeks shall not be considered routine.

Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification. Whenever an employee working in a higher classification receives a merit increase in the employee's regular classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above class shall be adjusted so that the employee continues to be compensated at the rate specified above.

4.2.6.1 Behavioral Health Services Assignment Pay

All employees of Behavioral Health Services (BHS), in the classifications listed below, assigned to direct patient care in the Crisis Stabilization Unit (CSU), Crisis or the Psychiatric Health Facility (PHF) shall receive a supplement of 5%.

Psychiatric Technician

Psychiatric Technician Senior

Mental Health Specialist I, II

Psychiatric Rehabilitation Therapy Assistant

Mental Health Court Liaison

Mental Health Outreach Worker

Mental Health Outreach Worker Trainee

Rehabilitation Therapist I

Occupational Therapist Assistant

Licensed Vocational Nurse

Substance Abuse Counselor I, II

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

Administrative Assistant I/II

4.2.6.2 Correctional Health Assignment Supplement

Employees in the classification of Psychiatric Technician, Licensed Vocational Nurse, Senior Psychiatric Technician, Outpatient Clinic Assistant, and Dental Assistant assigned to Correctional Health shall receive a supplement of 5%.

4.2.6.3 Human Services Agency Social Worker Supplement

Upon approval by the Human Services Agency (HSA) Director, employees in the classifications of Social Worker I, II, III, and IV who are assigned to Intake and Assessment (I & A) shall receive a supplement of 7.5% of base salary for all hours worked in the assignment.

Human Services Agency employees in the Social Worker classification series and the Social Worker Supervisor classification series who are assigned exclusively to the Court Services Unit will receive a supplement of 5% of base salary for all hours worked in the assignment.

4.2.6.4 Medical Guarded Unit and Special Care Clinic (San Joaquin General Hospital)

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

4.2.12 Bilingual Pay

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 on an occasional basis.

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

4.2.14 Facility Pay

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.

4.2.15 Additional Compensation

Employees in the classifications of Accountant II/III and Auditor – Appraiser III who possess a Certified Public Accountant (CPA) certificate issued by the national American Institute of Certified Public Accountants and the license issued by the State Department of Consumer Affairs - Board of Accountancy shall receive a pay supplement of two percent (2%) of their base salary.

Employees in the classifications of Appraiser III or Auditor – Appraiser III who possess a Certified General License from the State Business, Transportation and Housing Agency - Office of Real Estate Appraisers, shall receive a pay supplement of two percent (2%) of their base salary.

4.2.16 License/Certificate Fees

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

- Licensed Vocational Nurse
- Respiratory Care Practitioner
- Pharmacy Technician I, II, III
- Dialysis Patient Care Technician
- Nuclear Medicine Specialist
- Pulmonary Function Technologist
- Orthopedic Technician
- Radiologic Technologist I, II, III

- Ultrasound Specialist I, II, III, IV
- Psychiatric Technician/Senior Psychiatric Technician
- Substance Abuse Counselor I, II
- Medical Coder – Certified
- Occupational Therapist Assistant
- Physical Therapist Assistant
- Laboratory Assistant I, II

Fees associated with initial certification will not be covered.

4.2.17 Respiratory Certificate Supplement

Employees in the Respiratory Care Practitioner I or II classifications who meet at least one of the following criteria will receive a $2.00 per hour pay supplement. Employees will only be eligible to receive up to two supplements for a maximum supplement amount of $4.00 per hour.

a. For those employees who possess both a valid Neonatal Resuscitation Program (NRP) for Neonatal Intubation and transport.

b. For those employees who possess both a valid Adult Intubation and Advanced Cardiac Life Support (ACLS).

c. For those employees who possess either a Polysomnographic or Pulmonary Function certification.

4.3 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which they are entitled for that pay period: step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of $100 in terms of gross pay, if presented by noon on the Friday following payday, shall be paid within two (2) working days of presentation of the claim to the Auditor-Controller. Overtime exceptions shall be paid no later than the following paycheck.

All payroll errors resulting in gross pay overpayment, net pay overpayment or granting of other compensation or benefits in error must be repaid to the County. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and compensatory time to repay the County in cases of payroll errors resulting in

gross salary overpayment. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked, or misclassification of hours worked.

Accrued annual and holiday leave and compensatory time may not be used to repay the County for net salary overpayments that do not result from gross salary errors. Such errors include, but are not limited to, underwitholding of deductions for employee-paid benefits and taxes. Employees may repay a net salary overpayment, due to an underwitholding, over the same amount of pay periods that the underwitholding occurred.

4.4 Mileage and Travel Expenses

If it is legally possible to do so, the County shall grant advance travel pay when requested by the employee at such times as the employee is traveling outside the County on County business.

The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate the beginning of the first full bi-weekly pay period following announcement of the changed rate by the Internal Revenue Service.

Meal and lodging reimbursement shall be authorized and paid in accordance with procedures and requirements listed in Section 3500 of the Administrative Manual of San Joaquin County. Those reimbursement limits shall not be changed without meeting and conferring with SEIU.

Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

4.4.2 Parking Supplement Downtown

The County agrees to contribute the actual cost up to $20 per biweekly pay period, directly to the Central Parking District, for eligible employees who work in the Downtown Core Area, as defined in the report on Employee Parking in Downtown Stockton as adopted by the Board of Supervisors February 13, 2001.

Eligible employees utilizing parking lots that are not part of the Central Parking District will be reimbursed the actual amount of their monthly parking receipt up to $40 per month as submitted with a County Expense Reimbursement Claim form through their department's normal reimbursement process.

The County will subsidize parking costs to ensure employees assigned to the HSA call center who park in the call center garage, 400 E. Main Street, pay the same for parking as employees who park in the Stockton city lots under the Lofthus Crosstown Freeway.

4.5 Deferred Compensation Contribution

The County of San Joaquin may maintain a Section 457 Deferred Compensation Plan. The allowable contribution shall be the maximum allowed by the Internal Revenue Service Code.

The County, at its sole discretion will have the right at any time during the period covered by this agreement to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge will not exceed the actual cost to the County for administration of the plan or plans as computed by the Auditor-Controller under standard accounting practices for cost allocation purposes.

Before implementing a payroll deduction charge, the County will make every effort to negotiate with the plan vendors and/or third party administrator(s) to recoup the County cost from their management fees.

4.6 Severance Pay

Any member of this bargaining unit employed by the County in an allocated position on or before the date of adoption of this agreement by the Board of Supervisors, who is laid off from regular County employment or voluntarily accepts a lay off in lieu of another employee shall receive $2,500 in severance pay. The employee may elect to receive the money in lump-sum payment or defer receipt for purchase of eligible insurance benefits through an Internal Revenue Code, Section 125 Plan. To qualify for severance pay, employees are required to sign a waiver and release affirming that, in exchange for their receipt of severance pay, they waive any right to initiate claims against the County pertaining to their employment and the severance thereof.

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 3% of base salary.

4.15 Shelter Facility Pay

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

5.0 DAYS AND HOURS OF WORK- OVERTIME

5.1 Work Week

Unless otherwise provided for in this Memorandum or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour work week. A bi-weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the county except as otherwise provided.

5.1.1 Work Site Closure

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

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

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

5.2 Working Hours

In accordance with the Board of Supervisors' policy, a department head may change the working hours of individual employees to accommodate functional needs of the department so long as no change is made in the regular hours of the department.

5.3 Overtime

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

If, in the judgment 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. The department head or designee will give reasonable advance notice of such schedule changes, except in unusual or unforeseen

circumstances. Except as provided in this Section, employees shall be eligible for overtime compensation when:

a. an employee works in excess of the number of hours 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 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.

5.4 Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in (a), (b), and (d) of section 5.3 above or as described in the applicable alternate work week agreement.

5.5 Callback

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

5.5.1 Employees Required to Report to a Work Location

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

granted another three (3) hour minimum as the employee would continue working under the first callback three (3) hour minimum.

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

5.5.2 Employees Not Required to Report to a Work Location

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

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

1 to 15 minutes = 15 minutes of callback

16 to 30 minutes = 30 minutes of callback

31 to 45 minutes = 45 minutes of callback

45 to 60 minutes = 60 minutes (1 hour) of callback

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.

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 (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.

5.8 Alternative Schedules

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

5.8.1 Alternate Work Schedules

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

Individual alternative work schedules, include but are not limited to a "4-10" plan, a "9-80" plan, a “straight 8” plan, or a 12-hour shift plan which do not violate the Fair Labor Standards Act or Section 5.3 of this Memorandum. Individual alternative work schedules will be administered under the guidelines outlined in the County’s Alternative Work Schedule Agreement, with the signed copy being sent to the Union.

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

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

5.8.2 Job Sharing

Any regular, permanent full-time employee may agree to job-share a position, subject to approval by a Department Head and the Director of Human Resources. Part-time employees eligible for benefits are not eligible for job-sharing.

5.8.2.1 Conditions of Job Share Participation

a. Employees must have permanent Civil Service status.

b. Bi-weekly salary for job-sharing employees will be pro-rated. Pro-rated compensation will be based on each individual’s step on the salary range.

c. Vacation, sick leave, floating and regular holiday will be earned on a pro-rated basis.

d. The dollar value of the County’s contribution to health, dental and vision insurance, for one full-time allocated position will be pro-rated.

e. Employees participating in a job-share agreement will be treated as temporary employees for retirement purposes only.

f. If a vacancy does not exist when an employee who is participating in a job-share arrangement wishes to resume full-time employment, the employee will be required to maintain job-share status until a vacancy in the appropriated classification occurs. Job-share participants will be entitled to the first vacancy that occurs in the appropriate classification in their department or may consider the transfer option to another County department. Participants will be notified prior to the implementation of a position freeze or if the position is to be filled.

g. Workers' Compensation will be administered in accordance with the Labor Code of the State of California.

h. Employees are eligible for overtime compensation only after 40 hours in a work week.

i. Limits to trading time, coverage during illness or vacation, the work schedule and total hours each employee will work during a pay period, will be set by the Department Head.

j. If one participant in the job-share agreement terminates employment during the agreement and a replacement cannot be found within a reasonable time period, the remaining employee will be required to return to full-time status.

k. For the purpose of interpreting minimum qualifications for open or promotional exams, work experience during the period the employee is participating in the job-share agreement will be calculated on a pro-rated basis.

5.8.3 Processing Time

The County and SEIU agree that "processing time" for workers dealing with the public can be a useful time-management tool for workers, which ultimately can save the County money. After receiving a written proposal from an employee on how to revise their access to the public to obtain this "processing time", management will agree to meet and discuss the proposals with the employees and SEIU. The Appointing Authority or designee will respond to the proposals in writing within 14 days of the meeting.**Operating Room, Radiology, and Respiratory Care**

Employees assigned to these units who, because of schedule changes do not work eighty (80) regular hours during the pay period shall accrue eighty (80) hours of benefits.

5.10 Jury and Witness Duty

5.10.1 Jury Duty

Any regular full-time employee who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the County.

5.10.2 Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's County employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the County together with any mileage allowed if the employee uses County-provided

transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be on duty and shall be compensated for overtime as provided in Section 5.3. An employee called as a witness in any other matter shall be deemed off duty.**Reassignment**

The County and SEIU agree that one of the factors to be assessed when involuntarily reassigning an employee shall be the seniority of the qualified employees.

Any employee who is involuntarily transferred may request a written statement from the Appointing Authority as to the reasons for the reassignment. This written response shall be issued within fourteen calendar days from the date of the request.

5.12 Social Worker after Hours Call Out

Social Worker I, Social Worker II, Social Worker III, and Social Worker IV's who are called out whose regularly scheduled work shift begins less than six (6) hours from the time the call-out duty ends, shall be allowed up to a full six (6) hours of rest before returning to work, at the employee's request. Employees may request to flex their work schedule with supervisor approval or if the period of rest extends into the next regularly scheduled work shift, the employee will be able to be absent from work to ensure six (6) hours of rest with the time absent charged to applicable leave accruals other than sick leave and for any period of rest beyond the six (6) hours the employee may request additional time off to be charges to the employee's applicable leave accruals. Requests for an additional period of rest will not be unreasonable denied.

6 SALARY ADMINISTRATION

6.1 Salary upon Appointment

New employees shall be appointed at the first step of the salary 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 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 grade at which the new employee enters may be raised to that step or to a lower step in the 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 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 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 one step within a salary grade at one time except as provided in Section 6.1.

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

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

For purposes of this section, if part-time and/or temporary seasonal employees reach the maximum allowable hours on payroll (1,559 hours) prior to the end of the calendar 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 year in order to maintain unbroken service status.

6.3 Step Increases Withheld

Any step increase withheld because of administrative oversight or inadvertence shall be made retroactive to the normal effective date of the step increase.

Any step increase withheld for cause but, upon appeal, adjudicated in favor of the employee, shall be made retroactive to the normal effective date of the step increase or some intervening date determined by the adjudicating party. If the step increase is made retroactive to the normal effective date of the step increase, the employee shall retain the employee's current anniversary date. If some intervening date is determined by the adjudicating party, the employee shall not be eligible for the employee's next merit advancement for twenty-six (26) bi-weekly pay periods from the intervening date.

6.4 Salary Step on Promotion

An employee appointed to a position with a higher salary range shall have their salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. For the purposes of this Section, pay supplements which are a percentage of base salary (except above class pay, special assignment pay, or supplemental pay that carry over to the promotion class) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range. The effective date of the promotion shall become the new merit advancement date for the employee and they shall not be eligible to receive a merit step increase until fifty-two (52) weeks after such date.

6.5 Order of Adjustments

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range, on the employee's merit anniversary day the employee shall first receive the merit advancement increase to which they may be entitled and then receive such increases to which they may be entitled in the following order: salary adjustment, reclassification, promotion.

6.6 Salary Step on Demotion

If an employee is demoted to a position having a lower salary range because of lack of work or funds, or in the interests of economy, or for any reason other than discipline, the employee so demoted shall receive the next lower salary in the range assigned to the new position. The employee's merit anniversary date shall remain the same.

If an employee voluntarily demotes to a position having a lower salary range, the employee shall receive the salary in the new range which is equal to the salary in the prior position or, if none, the next lower salary in the range assigned to the new position.

6.7 "Y"-Rates

Whenever an incumbent of a Civil Service exempt position accepts a demotion for reasons other than a disciplinary action to a class or position having a lower salary range, the Board of Supervisors may direct that the capital letter "Y" be set opposite the position to which the incumbent was demoted in the department budget and all payroll and other personnel records.

Whenever the effect of a reclassification is to place the incumbent in a Civil Service classified position having a lower salary range, the Board of Supervisors, upon the recommendation of the Civil Service Commission, may direct that the capital letter "Y" be set opposite the reclassified position in the department budget and all payroll and other personnel records.

Whenever the "Y" is set opposite a position, the incumbent shall continue to receive their previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

6.8 Underfilling

Office Supervisors who have been certified from an eligible list for Eligibility Worker I may underfill any Eligibility Worker position. One year of underfilling time performing the duties of an Eligibility Worker I shall meet the one year experience requirement for the Eligibility Worker II.

7 PART-TIME EMPLOYMENT

The following provisions shall only apply to the following part-time or Per Diem Health Care Professional (HCP) employees: Licensed Vocational Nurse series, Psychiatric Technician series, Respiratory Therapist series, Respiratory Therapy Technician series, Radiologic Technologist series, Ultrasound Specialist series, Occupational Therapist Assistant and Physical Therapist Assistant.

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 reenroll 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.

7.1 Definitions of Part-time and Temporary

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

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) hours on payroll in a calendar year). A part-time position is ongoing in nature and anticipated to exceed six (6) months' duration.

Each Department shall 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 calendar 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 calendar 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).

7.2 Compliance with Part-time/Temporary Definitions

The County will provide the Union with payroll data showing the number of hours worked by part-time employees in the prior six (6) months on the pay period closest to June 1 and December 1 of each year. The County will provide the Union with payroll data

showing the number of hours worked by temporary employees in the prior year on the pay period closest to January 1 of each year.

Disputes regarding violations of the part-time and temporary employee definitions shall be submitted directly to Human Resources pursuant to the Complaint procedure set forth in Section 17.

7.3 Combination of Part-time Hours

An employee designated as part-time may combine the hours worked in two different positions in the same department for the purpose of establishing part-time status and eligibility for benefits.

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 PEPRA (2.0% at age 62). Safety Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.25(d) of PEPRA (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 TierI. 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 commended 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.

9.0 TRAINING AND EDUCATION

9.1 In-Service and Job Related Training

Employees who participate in County-mandated supplemental education programs shall either be assigned to such programs during their regular working hours or be compensated for each hour spent participating in such programs at the applicable overtime rate in accordance with this memorandum. Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

Upon the request of an employee, at the time the employee is originally appointed or promoted, the County shall make every effort to provide intensified orientation on specific job functions.

9.2 Driver Training

When requested, all County employees will participate in the County Driver's Training Program as a mandatory requirement of being an employee of the County.

9.3 Educational Reimbursement Program

In accordance with the County's Educational Reimbursement Program, eligible employees, including part-time employees with benefits (as defined in Section 7), may be reimbursed for career-related course work taken on the employee's own time. The minimum amount of reimbursement is

$10.00 and the maximum is $850 per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to $800 per semester for a maximum of $1600 per fiscal year and may include reimbursement for educational materials.

The Educational Reimbursement Fund is $125,000 per fiscal year.

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

10.0 WORKERS' COMPENSATION AND EMPLOYEE SAFETY

10.1 Workers' Compensation

In accordance with California Labor Code 4652, the waiting period for employees disabled in the course of employment is three days. After completion of the three (3) day waiting period the employee may begin collecting temporary disability (TD) payments. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for seven (7) or more days.

Employees who have an approved claim, and are receiving temporary disability (TD) indemnity payments under Division 4 or Division 4.5 of the Labor Code, shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The County shall continue to provide the employer contribution towards health, dental, vision, and life insurance plan coverage for such employees.

10.2 Workers' Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising in the course of employment and has been approved to receive Temporary Disability (TD) benefits, shall be eligible for an approved leave of absence until the employee is deemed medically able to return to work. In such case, a leave of absence shall be considered canceled when permanent disability is established. The employee shall be considered on leave and not considered to be scheduled to work.

10.3 Safety Equipment

The County shall provide employees with safety prescription glasses (glasses only, not prescription examination) whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The County will not provide replacements for broken lenses or frames unless such breakage is the result of an on-the-job accident.

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 classifications of employees in General Services and Weights and Measures who are required to purchase boots meeting the suitable footwear standard set by the department.

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.

10.4 Physical Examinations

Employees required to take physical examinations to maintain licenses or employment with San Joaquin County shall be given physical examinations at no cost to the employee. The County will pay for the physical examination.

10.5 Disputes Involving Safety Issues

The County shall comply with all applicable laws and regulations pertaining to workplace health and safety.

The following constitutes the sole health and safety appeal procedure between the parties and the issues brought to this Committee are not subject to appeal under Complaint Procedure.

The Safety Committee will be comprised of one member from each SEIU represented bargaining unit, and an equal number of members designated by the County and will meet for organizational purposes within one month of ratification of this agreement by the Board of Supervisors. Either side may designate alternates. The committee will meet monthly and the committee may change the frequency of the meetings by majority vote.

Members shall be advised of Safety Committee meetings and their agendas in advance.

By majority vote of the Committee, as assigned and scheduled, the Safety Committee members, in Labor Management pairs, will be responsible for conducting workplace safety and health surveys and inspections to identify safety and health hazards at worksites and address worker concerns. County safety personnel will be kept fully apprised of all committee activity, and will assist the committee as requested.

Employees shall report any health and safety concerns first to their immediate supervisor. The supervisor shall have up to five business days, depending on the immediacy of the issue, to respond in writing to the employee. If the employee is not satisfied with the supervisor's response, they may appeal the matter in writing to the Department Head or designee, within five business days. Unless there is a hazard or a danger, which would require an immediate response, the department head or designee shall respond to these reports in writing within ten business days.

If not satisfied with the response from the department head or designee, the employee or their designated representative may appeal, in writing, the issue to the Safety Committee. By majority vote, at its regular meeting, the Safety committee may agree to address the issue and make a recommendation to the County Administrator for resolution.

No employee shall be subject to discrimination or retaliation as prohibited by applicable law for reporting any health and safety concerns pursuant to this agreement.

11.0 EVALUATIONS AND PERSONNEL FILES

11.1 Employee Performance Evaluations

Any employee performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such reports.

Employee performance evaluation reports shall be discussed with the employee prior to finalization of each category of the report.

An employee will receive an appointment with their department's reviewing officer to discuss the evaluation by signing the evaluation form in the space provided. Each department shall make a reasonable effort to ensure that the reviewing officer for this purpose has not been a party to the preparation of the evaluation. In no case shall the reviewing officer sign the evaluation form until a review has occurred.

Any regular or special evaluation with a rating of "unsatisfactory" shall include plans for employee development. Except in cases of termination, release from probation, or leave of absence, employees who receive an unsatisfactory performance evaluation must receive a follow-up evaluation. The follow-up evaluation shall cover a period of time no greater than ninety (90) calendar days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in their personnel file along with the evaluation.

11.1.1 Performance Evaluations and Workload

The County and SEIU agree that one of the factors to be considered when completing Employee Performance Evaluations will be any increased workload given to the employee since the last evaluation.

11.2 Probationary Evaluations - Notice

For the purposes of the initial probationary period only, an employee who fails to complete probation and is released from probationary status within two weeks of the end of the probationary period shall be paid regular salary for the hours the employee would have been scheduled between the release date and the end of the probationary period.

11.3 Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their County, department, and division personnel files. An employee's representative may inspect the contents of an employee's personnel files upon signed, dated authorization by

the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The County reserves the right to withhold from employee review reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy will be provided to the employee upon request.

An employee shall have the right to submit written comments regarding any document in their personnel file and to have such comments included in their personnel file along with the document.

11.4 Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

If the reprimand is in the department or division personnel file, the request must be directed to the department head or designee. If the reprimand is in the central Human Resources Division files, the request must be directed to the Director of Human Resources. The department head or designee, or the Director of Human Resources, whichever is appropriate, shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of any of the above individuals shall be final.

12.0 EMPLOYEE LIABILITY

A County employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of County employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

The County and County employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.

13.0 EMPLOYEE PROPERTY AND EQUIPMENT

13.1 Replacement of Damaged Property

Except for loss or destruction to currency, the county may provide for the payment of the cost of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss or damage. The Board of Supervisors delegates to the County Administrator the authority to grant or deny claims which do not exceed $500.

13.2 Uniform Allowance

Employees in the classifications of Revitalization and Abatement Coordinator (RP0745) and Civilian Crime Prevention Program Coordinator (RP4002) shall receive a uniform allowance of $26.92 bi-weekly.

The County shall provide scrubs to employees who are assigned to San Joaquin General Hospital or to divisions of Health Care Services who are required to wear scrubs.

14.0 LAYOFFS

14.1 Notice

Any permanent County employee who is a member of the County's Merit System and who is to be laid off or dismissed for other than disciplinary reasons shall be given fifteen (15) calendar days notice. This provision does not apply to probationary, provisional, or temporary employees. Nothing contained herein shall be deemed to require the County to pay an employee except for services rendered.

14.1.1 Meet and Confer

Fifteen calendar days prior to issuing any layoff notices, the County shall notify the union in writing of the proposed layoffs. Such notice will identify the proposed layoffs by department and by classification. Upon the request of the union in writing, the County will meet and confer with the union regarding the effects of the proposed layoffs and will consider any proposals advanced by the union regarding the effects of the proposed layoffs.

14.1.2 Mitigation

In order to mitigate the effect of lay-offs the County will provide employees identified for layoff with the opportunity to participate in an orientation program. The County will make all reasonable efforts to place employees who have been placed on any resulting layoff list. The County shall also provide a monthly mailing of the County Employment Bulletin and any other information deemed relevant by the Human Resources Division to all employees who remain on the layoff list.

14.1.3 Benefits

Employees who are provided a notice of layoff pursuant to section 14.1 of this agreement shall have their eligibility for employee benefits extended for one pay period beyond the date coverage would have terminated due to the notice of layoff. In such situation the County will make payment for benefits as provided in section 2.3.1 of this Agreement.

14.1.4 Contracting Out Bargaining Unit Work

The County agrees to Provide SEIU with 30 calendar days' written notice whenever the County proposes to take formal action to contract out SEIU bargaining unit work and/or such proposed contracting out results in the direct layoff of an SEIU bargaining unit employee pursuant to Civil Service Rule 17. The County further agrees to meet and confer with SEIU regarding the effects of the proposed contracting out if SEIU submits a written request to the County to meet and confer. This agreement shall not apply to existing contracts, renewals, extensions or amendments for services already contracted out.

14.2 Short-Term Staff Reduction (SJGH):

The need for short-term reductions in temporary or regular staff within San Joaquin General Hospital will be determined by the Director of Health Care Services and/or the Associate Director and will be based on patient census/staffing considerations within each division. Within the Nursing Division, such determination will be made in conjunction with discussions with Nursing Administration, including, as appropriate, the Director of Nursing, Associate Director of Nursing, Assistant Directors of Nursing, and Nursing Department Managers responsible for shift management (e.g., p.m. and night shift Nursing Department Managers).

For those Nursing Division units listed below, unit staff reductions will not reduce staffing levels below the minimums indicated unless such unit is closed. For all other Nursing Division units, staff reductions will occur as dictated by patient census/staffing needs.

UNIT	**Minimum Staffing Levels Per Scheduled Shift**
ICU/CCU	2 (1 RN, 1 LYN)
OR/Recovery	2 (1 RN, 1 OR Tech.)
Anesthesiology	1 (Nurse Anesthetist)
Emergency Room	2 (1 RN, 1 LYN)
Intensive Care Nursery	2 (2 RN)
Nursery/Post Partum Nursery Post Partum	4 (2 RN, 2 LYN) (1 RN, 1 LVN) (1 RN, 1 LVN)
Labor & Delivery	2 (1 RN, 1 LVN)
Dialysis	2 (1 RN, 1 Dialysis Tech)
Med/Surg	10 (5 RN, 5 LVN or Nursing Assistants)
All Others	10

As necessary, consolidation of Nursing Division units may occur.

For the purposes of short-term staff reductions, individual seniority will be determined on the basis of continuous County service in accordance with Civil Service Rule 17. However, short-term staff reductions shall be determined on a division by division basis except that in the Nursing Service Division, they will be determined on a work-unit by work-unit basis. Reduction in staff in one division or unit shall not affect employees working in another division or unit. If consolidation of units has occurred, seniority lists for those units shall also be consolidated. Any reductions in staff will occur by class and will affect part-time employees first, then regular full-time employees in accordance with seniority criteria spelled out in Civil Service Rule 17, except that employees in a higher class may not displace employees in a lower class. Minimum staff maintained in any one

Nursing Division unit (or consolidated unit) will retain their seniority within that unit (even if floated out) and will not cause or be affected by short-term reductions in any other unit.

When the need for a reduction in staff is determined in advance of a shift, affected employees will be so notified as early as possible, but at least within one and one-half (1-1/2) hours prior to their shift start time.

When the need for a reduction in staff occurs between one and one-half 1-1/2 hours prior to an employee's shift or after the employee has started work, the affected employee(s) will be so notified within three (3) hours after starting the shift and will be allowed to work one-half of the shift.

Any employee affected by a short-term layoff may request additional time off in conjunction with the layoff. Such requests will be considered and may be granted subject to staffing considerations.

Employees affected by short-term reductions in staff will be charged with administrative leave (if applicable) and then, at the employee's option, with accrued compensatory time, holiday time, or vacation time except that any employee affected by short-term reduction in staff may retain up to eighty (80) hours of accrued leave time or enough time to cover a previously approved vacation, whichever is greater.

Employees affected by short-term reductions in staff will be considered laid off until patient census/staffing needs warrant their return to duty. Such employees will be responsible for calling the department on each day they are scheduled to work subsequent to layoff to find out if they are to come back to work. Such call-ins must be made no later than 1-1/2 hours before the scheduled start time for day and p.m. shift employees and no later than 6 hours before the scheduled start time for night shift employees. Night shift employees who call in on any given date and are advised not to return to work may call again, within 1-1/2 hours of their shift start time to determine if staffing needs have been changed and if they may return to work. In the absence of such requests, the hospital will call people back in reverse order of the reduction to assure appropriate staffing.

14.2.1 Furlough Program

a. Fluctuations in patient census and/or financial constraints may lead to an occasional need to reduce staffing in the Department of Health Care Services (DHCS) or San Joaquin General Hospital (SJGH).

   In the case of SJGH, the call off order for the affected SJGH department(s):

   1) Travelers, contractors/registry, and staff without the necessary skills and/or credentials for the applicable shift's(s') needs

   2) Voluntary furlough staff

3) Staff immediately eligible to receive overtime

4) Per diem staff

5) Part-time staff

6) Full-time staff

b. When the County determines the need for furloughs due to fiscal concerns in the DHCS or SJGH, it will inform the Union in writing of how many furlough days are necessary. The County will develop a plan to maximize the number of furlough hours taken on a voluntary basis, both within SJGH and in the Mental Health, Public Health, Substance Abuse and Correctional Health divisions of the DHCS. Such plan shall include the following provisions, to the extent allowed by patient care needs and skill levels of personnel, as determined by the Director of Health Care Services or the CEO of SJGH (department heads) or their designee).

1) Voluntary furlough hours may be utilized to offset the number of mandatory furlough hours required under provisions of (c) below.

2) Regular full-time employees who are subject to mandatory furloughs under the provisions of (c) below may volunteer to accept additional mandatory furlough hours on behalf of a designated fellow employee in the same job classification and work unit (unless otherwise determined by the department heads or designee). Those additional mandatory furlough hours will be credited to the designated employee, and the volunteer will be treated under the provisions of (c) below.

3) Employees who volunteer for furloughs shall be treated for payroll purposes in accordance with section (c) below, subsections (8), (9) and (10).

4) By means and manner approved by the department heads or designee, volunteers for furlough will be solicited by County and Union representatives.

c. Mandatory Furloughs

Should financial needs so dictate, or should changes in patient census occur, or if in the discretion of the CEO of SJGH volunteer efforts within SJGH have proven insufficient to address the financial needs, the County may impose mandatory furloughs at San Joaquin General Hospital only. The following conditions will govern the furlough program applicable to regular staff at San Joaquin General Hospital:

1) Furloughs will depend on patient care needs, skill levels of personnel, and kinds of staffing levels required for safe patient care as determined by the CEO of SJGH or designee.

2) Furloughs may be determined on a shift-by-shift, hourly, and/or unit basis and may result in the temporary reassignment of remaining staff for the remainder of that shift.

3) Seniority and employment status will not be factors in the scheduling of furloughs.

4) Advance notice, to the extent allowed by patient care needs, will be provided to employees being furloughed. Reasonable effort will be made to notify employees at least two hours prior to the start of each shift. However, employees may be furloughed after appearing for work. Employees who are at work and are furloughed during the shift will, upon request, be allowed to work a minimum of one half of their scheduled shift.

5) If an employee is notified that they are being furloughed and are then asked to report to work for the same shift, the employee will be guaranteed a full shift whether or not the employee works a full shift. Such employee may not be ordered to return to work.

6) Individual employees will not be furloughed more than once in any given pay period unless the employee so requests.

7) Every attempt will be made to assure that furloughed employees receive their regularly scheduled days off. If conditions change during the pay period in which the furlough occurred, the employee may volunteer to make up the furloughed day on a scheduled day off at straight time. If, however, an employee is required to work on a regular day off in that pay period, the employee will be guaranteed overtime pay.

8) Regular full-time employees affected by furloughs will maintain full seniority for retirement and lay-off purposes.

9) Employees affected by furloughs will accrue sick leave and vacation benefits as though the furlough had not occurred.

10) No furloughed employee, regardless of the number of hours furloughed, will lose medical, dental, or vision benefits as a result of being voluntarily or involuntarily furloughed.

11) Employees who are at work and are sent home on furlough will get paid a minimum of half of their scheduled work shift.

12) Employees will not be subject to mandatory furloughs more than sixteen (16) hours during the first half of the fiscal year. An additional eight (8) hours of involuntary furlough will be implemented during the second half of the fiscal year only if, as determined by the CEO of SJGH, (a) the department has continuing patient census/financial constraints, and (b) volunteer efforts were insufficient.

14.2.2 Floating – Licensed Vocational Nurses

It is the intent of the parties to minimize the incidence of floating staff from their regularly assigned unit except when it is necessary from the standpoint of patient care. Consistent with this intent, all reasonable efforts will be made to limit the floating of staff to like units (e.g., critical care to critical care, acute care to acute care, etc.)

Licensed Vocational Nurses who float from their normal area of work to another area will not be expected to perform duties exceeding the basic Licensed Vocational Nurse scope of practice.

Every reasonable effort will be made not to float staff to more than one area during any one shift; however, adjustments may be necessary based on the patient care needs of the hospital.

All efforts shall be made to return the floated Licensed Vocational Nurse to their home unit in the event the home unit's patient care need increases to the point where additional staff is required.

The Charge Nurse of the receiving unit will review the assignment with the Licensed Vocational Nurse to assure that the assignment is consistent with the Licensed Vocational Nurse's abilities.

A Licensed Vocational Nurse who is temporarily reassigned (floated) to another nursing unit for a period of one to five days will be under the direct supervision of a competent Registered Nurse and will be assigned to a resource person or preceptor.

A copy of the unit orientation and expectations will be provided to the floated Licensed Vocational Nurse upon arrival to the unit.

A Licensed Vocational Nurse who is reassigned to another nursing unit for a period in excess of five days will receive orientation and/or cross training prior to the reassignment. The orientation and/or cross training plan will be developed based on the experience and skill level of the Licensed Vocational Nurse, the unit needs, and will be mutually agreed upon by the reassigned Licensed Vocational Nurse and the receiving Department Manager. The reassigned Licensed Vocational Nurse will be assigned to a preceptor.

Any Licensed Vocational Nurse who is floated to another area is expected to immediately share any concerns about their assignment or about quality of the care being provided with the appropriate person (Charge Nurse, Nursing Department Manager, Shift Supervisor, etc.).

15.0 SUBSTANCE ABUSE REFERRALS

Service Employees International Union acknowledges the right of Department Managers (at the Middle Management level and above) to refer employees suspected of being under the influence of alcohol or drugs while on duty to be evaluated as to their ability to perform their job. In acknowledging this right, the Union does not relinquish its right of individual employee representation or to challenge managers who use this provision without direct observable behaviors to support the referral.

The County shall offer training to Department Managers to aid in their detection and evaluation of behaviors which may lead to a referral. The County shall report to SEIU, on a statistical basis, the results of referrals of employees so long as employee and patient confidentiality are not violated.

The County and SEIU jointly recognize the value of the County's Employee Assistance Program in the evaluation and resolution of employee problems associated with substance abuse.

16.0 GRIEVANCE PROCEDURE

16.1 Definitions

Grievance	An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules.
Day	Calendar day(s)
Complaint	A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding. See Section 17 of this Memorandum.
Safety Issues	Disputes involving safety violations. See Section 10.5 of this Memorandum.
Disciplinary Actions	See Section 19 of this Memorandum.

16.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible.

The employee has the right to representation at any and/or all steps of the procedure.

SEIU may file and process grievances on behalf of employees, but the grievants must be identified by name if necessary to the processing of the grievance.

16.3 Filing Deadline

Grievances filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

16.4 Grievance Processing

STEP 1: Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within fifteen (15) working days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the grievance shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the Appointing Authority or designee. The grievance must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated; (2) the statement of facts comprising the violation: (3) the requested remedy. The Appointing Authority, or designee shall have fifteen (15) working days in which to investigate the issues and respond in writing to the grievance. NOTE: If the immediate supervisor, in Step 1 of this process, is the Appointing Authority or designee, Step 2 may be bypassed; however, the grievance must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the Appointing Authority or designee, the employee or representative may file the grievance with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the grievance in which to investigate the grievance and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the grievant or representative may appeal in writing, to the Civil Service Commission. The Commission, at its next regular meeting, shall take the request under advisement and may schedule a hearing if requested as soon as practicable. Following any hearing, the Commission shall issue written findings and decisions which shall be final and binding.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

17.0 COMPLAINT PROCEDURE

17.1 Definitions

Complaint	A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding.
Day	Calendar day(s)
Grievance	An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules. See Section 16 of this Memorandum.
Safety Issues	Disputes involving safety violations. See Section 10.5 of this Memorandum.
Disciplinary Actions	See Section 19 of this Memorandum.

17.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible.

The employee has the right to representation at any and/or all steps of the procedure.

SEIU may file and process complaints on behalf of employees, but the complainants must be identified by name if necessary to the processing of the complaint.

17.3 Filing Deadline

Complaints filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the complaint.

17.4 Complaint Processing

STEP 1: Any complaint shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within fifteen (15) working days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the complaint shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the complaint is not resolved at Step 1 of this procedure, then the complaint may be filed with the Appointing Authority or designee. The complaint must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The complaint must state: (1) the specific policy, ordinance, resolution, procedure, or agreement which is alleged to have been violated; (2) the statement of facts comprising the violation: (3) the requested remedy. The Appointing Authority, or designee shall have fifteen (15) working days in which to investigate the issues and respond in writing to the complaint. NOTE: If the immediate supervisor, in Step 1 of this process, is the Appointing Authority or designee, Step 2 may be bypassed; however, the complaint must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the Appointing Authority or designee, the employee or representative may file the complaint with the County Administrator or designee. The complaint must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the complaint in which to investigate the complaint and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the complaint may be filed, in writing and containing the information specified in Step 2 above, with the San Joaquin County Board of Supervisors for resolution by means of a hearing, the time and date of which shall be set by mutual agreement of the parties involved.

a. MEDIATION: Prior to submission of the complaint to the Board of Supervisors, the parties may mutually agree to submit the complaint to mediation in accordance with section 12 B of the Employer-Employee Relations Policy.

b. THIRD PARTY INTERVENER: Prior to submission to the Board either party may submit the complaint to a third party intervener for review and recommendation on the resolution of the complaint, in accordance with Section 6 of the San Joaquin County Employer-Employee Relations Policy.

    1) If the recommendation of the third party intervener is to uphold the complaint, the County will pay the cost of the intervener.

    2) If the recommendation of the third party intervener is to deny the complaint, the complainant will pay the cost of the intervener.

The decision of the Board, whether after a hearing or after review of the recommendation of the third party intervener, is final and binding.

All complaints shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

18.0 ADVISORY ARBITRATION

As an alternative procedure for the resolution of impasses, the County and SEIU may, upon mutual agreement, including agreement as to procedure, submit matters in dispute in the course of the meet and confer process to advisory arbitration. Further, disputes arising in a context other than the meet and confer process, e.g. disputes relating to administration of this Memorandum, to formal complaints, to interpretations of codes, resolutions, Board Orders, and ordinances dealing with employee rights and benefits shall, upon mutual agreement, be processed through an impasse procedure. Neither this Section nor the exercise of the option to utilize an impasse procedure shall be deemed as making any matter which is reserved to the County as a right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

19.0 DISCIPLINARY ACTIONS

19.1 Applicability

These procedures are not applicable to temporary, part-time, contract or probationary employees except as specified in Section 19.8.

To initiate disciplinary action against a permanent, Civil Service employee, the Appointing Authority must follow the provisions of Civil Service Rule 18. The Appointing Authority must submit to the employee a written notice of intent to take disciplinary action and file a copy with the Human Resources Division. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

19.2 Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the Appointing Authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the Appointing Authority shall schedule and conduct a "Skelly" hearing as soon as possible.

19.3 Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

19.4 Representation

The employee may be represented at the hearing by a representative of the employee's choice.

19.5 Conduct of Skelly Hearing

The Appointing Authority or designee shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the Appointing Authority may determine to uphold, modify, or revoke the proposed disciplinary action.

19.6 Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the Appointing Authority determines that disciplinary action is appropriate, the Appointing Authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

19.7 Appeal of Order of Disciplinary Action

The employee, within seven (7) calendar days after the order is furnished to the employee, may appeal the order in writing to the Director of Human Resources. The employee, in making the appeal, shall designate in writing whether the matter will be heard by the Civil Service Commission or whether the matter will be submitted to binding arbitration. In accordance with the provisions of Civil Service Rule 18, selection of one appeal method shall exclude the possibility of appeal through the alternate procedure on the same issue.

Appeal and arbitration hearings shall be conducted in accordance with Civil Service Rule 18.

19.8 Part-time Employee Serious Discipline Appeal Procedure

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

Eligibility

Employees designated as part-time who have worked a minimum of 1560 hours of unbroken service (not taken off payroll) in the same classification and department.

Review Process

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

Upon receipt of the request for a review meeting, the department shall provide a statement setting forth the reasons for the serious discipline and the materials supporting the decision within seven (7) business days. The part-time employee may be represented at the review meeting by a representative of their choice. Should the department fail to respond in the timeframe or fail to seek an extension, the employee may request the Director of Human Resources to review the matter. Requests must be received by the Director of Human Resources within seven (7) business days of the original deadline.

After completion of the review meeting, the Appointing Authority 01· designee shall determine whether there was a sufficient basis for the serious discipline. The Appointing Authority shall then affirm, modify, or revoke the serious discipline in a written decision

setting forth the basis for the decision. This decision shall be final, binding, and non-appealable.

20.0 ENTIRE AGREEMENT

The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the County proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by this Agreement, the County will give the Union advance written notice of the proposal and will, upon request of the Union, meet and confer with the Union concerning the proposal.

Appendix A

TOTAL COMPENSATION STUDY

The County and the Association agree to a total compensation study using Contra Costa, Sacramento, Stanislaus, Kern, Fresno, Ventura, Tulare, Santa Clara, Sonoma, and Alameda Counties.

The results of the study will be used as the basis for discussion of equity adjustments during the successor agreement. For the March 2011 survey it is understood that equities are not a guarantee as a result of the survey, but will be the subject of negotiations.

The County will survey key, or benchmark classifications and will compare the benchmark classification in the surveyed counties with an emphasis on comparing job duties and requirements.

The survey will be conducted by a firm that is selected by the Human Resources Division. Prior to awarding the contract the County will discuss the County's choice for the preferred vendor with the Union. Upon completion of the survey, the Labor Relations Division will share the raw data and the process, as it is available, with the Association. The County will pay the cost of the survey.

Based on the core items listed below, the study will calculate the median as it relates to the surveyed jurisdictions.

If there are less than six (6) matches in the ten (10) jurisdictions the County will rely upon other factors including but not limited to internal relationships, recruitment and retention.

The Core survey elements that will be translated into a monthly figure are:

1. Wages – Top Step Monthly Salary
2. Deferred Compensation – Employer contribution
3. Health Benefits Insurance Premiums – Maximum county contribution for family coverage (Currently available plan only)
4. Dental Insurance Premiums – Maximum county contribution for family coverage
5. Vision Insurance Premiums – Maximum county contribution for family coverage
6. Life Insurance – Monthly amount
7. Long Term Disability Insurance – Monthly amount

Non-Core survey elements to be gathered:

1. Amount and date of last salary increase
2. Amount and date of any future negotiated salary increases
3. Expiration date of Memoranda of Understanding
4. Retirement Formula and employer contribution percent
5. Shift Differential
6. Retiree Medical Benefits
7. Sick Leave payout
8. Sick leave incentive plans
9. Bilingual pay

SEIU 1021

Bill Petrone, Chief Negotiator

7/8/26

Date

SAN JOAQUIN COUNTY

Chuck Flesher, Chief Negotiator

7/9/26

Date

Robert Bonner, Interim HR Director

7-9-26

Date

Rachel Novetzke, Chief Negotiator

7-9-26

Date

David Canham
SEIU 1021 Executive Director

Desiree Collins
San Joaquin Chapter President

John Alaniz Jr
Environmental Health Dept

Monique Baca
Mental Health

Lowell Barber
Office of Emergency Services

Lisa Bromstead
San Joaquin General Hospital

Ruben Brown
Lovelace Transfer Station

Eva Esqueda
San Joaquin General Hospital

Shaun Freeman
Utility Districts

Joseph Grijalva
Mental Health

Mark Hansen
Mental Health

Joseph Hernandez
Assessor

Timothy Lowe
Public Works

George Lugo
Agricultural Commissioner

Amanda McGuire
Sheriff Patrol

Kristen Moe
Human Services Agency

Ruben Montes
Human Services Agency

Christina Nguyen
San Joaquin General Hospital

Johana Pastor Castro
Employment – Economic Dev Dept

Angela Radford
Human Services Agency

Sunita Reddy
San Joaquin General Hospital

Dawn Sanchez
Human Services Agency

Adriana Sese
Mental Health

Dunyette Seymore
Public Health Services

Bobby Smith
Veterans Services

Trevis Stricklen
Probation – Juvenile Hall

Czerina Topping
Child Support Services

Kari Turner
San Joaquin General Hospital

Vincent Villa
Purchasing

Carla Waluck
District Attorney