

2nd Counter Proposal from SEIU 1021 to San Joaquin County All MOU's

date: 7/13/22

4. Compensation

4.1 Salaries

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

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

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

Effective July 1, 2025 all employees shall receive a Cost of Living Adjustment of ~~9~~ 7% of base salary.

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

Supervisors MOU

New Section 4.2.17 Supervisors Spread

Supervisors shall be paid at least 7% more than the highest paid classification that they supervise.

Proposal from SEIU 1021 to San Joaquin County

date: 9/13/22

All MOU's Supplemental Pay- Mary Graham Children's Shelter

All classifications who are employed and assigned at Mary Graham Children's Shelter, shall receive a 5% supplement for all hours worked at the Shelter.

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

New Section 4.2.2.1 Public Health Adverse Event Supplement

If employees are required to telework because of a Public Health Adverse Event, (an event such as a pandemic, or epidemic event as defined by the Center for Disease Controls and/or the State, and/or the County Public Health Official) those employees who have to come into the office because of the type of services that they do, or because they cannot do their work through telework, shall be given a 5% supplement to their base wage during the time of the event.

Proposal from SEIU 1021 to San Joaquin County

date 7/13/22

New Section All MOU's

3.3.8 Public Health Adverse Event Leave Bank

Each employee shall have a Public Health Adverse Event leave bank with eighty (80) hours per year, starting on January 1st of each year, with banked time not to carry over from one year to the next, for any public health adverse event (examples are COVID, any pandemic or epidemic event as defined by the Center for Disease Controls and/or the State, and/or the County Public Health Official) related illness to the employee, or to care for a family member due to such an event, or to provide daycare for a minor child due to an event related shutdown of a school or daycare.

Proposal from SEIU Local 1021 to San Joaquin County

dated: 7/13/22

Section 6 Salary Administration **ALL MOU's**

Section 6.1 Salary Upon Appointment

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

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary range at which the new employee enters ~~may~~ **shall** be raised to that step, ~~or to a lower step in the range 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.

Proposal from SEIU 1021 to San Joaquin County

date 7/13/20

NEW SECTION-ALL MOU'S

4.9 Minimum Wage

If at any point the minimum wage increases to an amount over the "A" step of any classifications salary progression, the "A" step will be adjusted to reflect an amount at least equal to or greater than the minimum wage, and each successive step in the salary shall be adjusted accordingly, including each classification and steps in the classification series.

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

New Section All MOU's

5.8.3 Telework

For those classifications and jobs throughout the bargaining unit that are able to telework, employees shall be entitled to telework up to 3 days per week. Telework agreements must be signed by the employee and the Director of the Department or designee. Telework agreements will be similar to the one already in use during the recent COVID pandemic.

Proposal from SEIU 1021 to San Joaquin County

date 9/13/20

3.4.2.3 Regular Holiday Compensation- Part-Time Employees (New Section OOT,SIC, TLI)

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

3.4.2.3 Regular Holiday Compensation- Part-Time Employees (PPT, PRO, SUP)

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

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

Proposal from SEIU 1021 to San Joaquin County

date 7/13/20

4.2.6.3.1 Court Unit Supplement PPT MOU

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 the Court Unit, shall receive a supplement of 7.5% of base salary for all hours worked in the assignment.

4.2.6.3.1 Court Unit Supplement PRO MOU

Upon approval by the Human Services Agency (HSA) Director, employees in the classifications of Social Worker V who are assigned to the Court Unit, shall receive a supplement of 7.5% for all hours worked in the assignment.

4.2.6.3.1 Court Unit Supplement SUP MOU

Upon approval by the Human Services Agency (HSA) Director, employees in the classifications of Social Worker Supervisor I, II who are assigned to the Court Unit, shall receive a supplement of 7.5% for all hours worked in the assignment.

Proposal from SEIU 1021 to San Joaquin County

date 7/13/22

OOT MOU

4.2.6.1 Behavioral Health Supplemental 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%.

Office Worker I , II

Office Assistant

Sr. Office Assistant

Office Assistant Specialist

SUP MOU

4.2.6.1 Behavioral Health Supplemental 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%.

Office Supervisor

PPT MOU

4.2.6.1 Behavioral Health Supplemental 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%.

Administrative Assistant I, II

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

date: 7/13/22

4.8 Longevity Pay

Employees in this unit who have completed 31,200 (15 years) hours of regular paid, San Joaquin County service, will receive a pay supplement of 1% of base salary.

Employees in this unit who have completed 41,600 (20 years) 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 52,000 (25 years) hours of regular paid San Joaquin County service, will receive a pay supplement of 3% of base salary.

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

New Section Office and Office Technical MOU and Supervisors MOU

4.7.1 P.O.S.T Pay (OOT)

Employees in the classifications of Communications Dispatcher I, II, III holding an Intermediate POST certificate shall receive a supplement of 3% of base wage.

Employees in the above classifications holding an Advanced POST certificate shall receive a supplement of 10% of base wage.

4.7 P.O.S.T. Pay (Supervisor)

Employees in the classification of Communications Dispatcher IV holding an Intermediate POST certificate shall receive a supplement of 3% of base wage.

Employees in the above classifications holding an Advanced POST certificate shall receive a supplement of 10% of base wage.

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

date: 7/13/22

4.4.2 Parking Supplement Downtown

The County agrees to contribute the actual cost up to ~~\$17.00~~ 20.00 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 ~~\$36.83~~ 40.00 per month as submitted with a County Expense Reimbursement Claim form through their departments normal reimbursement process.

During the term of the agreement the County may provide alternative downtown parking options which will be in lieu of the parking supplement as described above.

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 ~~Loftus~~ Crosstown Freeway.

~~The Parking Supplement side letter the parties entered on September 5, 2013 is terminated.~~

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

New Section for SIC MOU

4.2.14 Additional Compensation for Sheriff's Inmate Labor Specialists, Sheriff's Materiel Specialists, Sheriff's Central Service Workers, Sheriff's Central Service Worker Assistants

Sheriff's Inmate Labor Specialists, Sheriff's Materiel Specialists, Sheriff's Central Service Workers, Sheriff's Central Worker Assistants will receive a 3% supplement for time worked in the Jail while working with or supervising inmates.

Proposal from SEIU 1021 to San Joaquin County

New proposal for PRO MOU,

Language change for PPT, OOT, SUP MOU's

date:

7/13/22

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

Employees who are assigned ~~exclusively~~ to a shift of 4 or more hours or more than 50% of their shift to the Medical Guarded Unit (MGU) or the Special Care Clinic (SCC) at San Joaquin General Hospital shall receive a supplement of 3% for the time worked in these areas.

Proposal from SEIU 1021 to San Joaquin County TLI MOU

date: 7/13/22

4.2.14 Additional Compensation for Crafts Workers, Electricians, Office Building Engineers and Housekeeping Service Workers

Crafts Workers, Electricians, Office Building Engineers, and Housekeeping Services Workers will receive a 3% supplement for time worked in the Jail, Juvenile Hall, or Mental Health PHF Unit, Crisis Stabilization Unit (CSU), Crisis, Medical Guarded Unit (MGU and Special Care Clinic (SCC) at San Joaquin General Hospital.

Notwithstanding the above, employees in the specified classifications who are receiving this supplement as “pay always” as of October 20, 2020 will continue ~~to~~ receive it as “pay always” whenever they are regularly assigned to the Jail, Juvenile Hall, or Metal Health PHF unit. The County will provide a list of the qualifying employees within 30 days of approval of this agreement.

Notwithstanding the above, Crafts Workers assigned to Behavioral Health Services (BHS) on or before February 28, 2011, will receive the supplement for all hours worked while at BHS.

Proposal from SEIU 1021 to San Joaquin County SIC MOU

date

7/13/22

13.2 Uniform Allowance

The Union makes the following proposals for these specific classifications:

Sheriff Material Specialist series and Sheriff Inmate Labor Specialist series; Lump sum payment on or about the pay day nearest December 1 of each year: \$600.00

Evidence Custodian, Evidence Technician series, Medical Examiner Investigator series; increase all amounts to \$600.00

Sheriff's Animal Services Officer I. II Lump sum payment on or about the pay day nearest December 1 of each year: \$600.00

Proposal from SEIU 1021 to San Joaquin County

date: 7/13/22

New Additions to OOT 13.2 Uniform Allowance, PPT 13.2 Uniform Allowance, SIC 13.2 Uniform Allowance, TLI 13.2 Uniform Allowance

New Section 13.2 Uniform Allowance PRO and SUP MOU

Any classification who works in Health Care Services or the Hospital and is required to wear scrubs, and they are not provided by the County will receive an allowance of \$300.00 each year on December 1 or the nearest payday.

Proposal from SEIU 1021 to San Joaquin County

date 7/13/22

Boot Reimbursement

10.3.1 Boot Reimbursement- Weights and Measures PPT MOU

The County will provide annual reimbursement of up to ~~\$125.00~~ **250.00** for certain designated classification of employees in Weights and Measures who are required to purchase boots meeting the Suitable Footwear Standard set by the Department of Weights and Measures.

13.3 Boot Reimbursement SIC MOU

The Sheriff Department will provide annual reimbursement of up to ~~\$175.00~~ **250.00** for employees in the classification of Sheriff Inmate Labor Specialist I, II, and III **and all other designated classifications** who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard)

13.3 Boot Reimbursement- Public Works and Parks and Recreation TLI MOU

The County will provide annual reimbursement of up to ~~\$125.00~~ **250.00** for certain designated classifications of employees in Public Works as well as Parks and Recreation who are required to purchase boots meeting the Suitable Footwear Standard set by the Department of Public Works.

The Department of Public Works will provide annual reimbursement of up to ~~\$175.00~~ **250.00** for certain classification of employees in Public Works who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard)

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

13.3 Boot Reimbursement- Public Works

The Department of Public Works will provide annual reimbursement of up to ~~\$75.00~~ **250.00** for certain classification of employees in Public Works who are required to purchase boots meeting the Suitable Footwear Standard set by the Department of Public Works.

The Department of Public Works will provide annual reimbursement of up to ~~\$175.00~~ **250.00** for certain classifications of employees in Public Works who are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard)

10.3.1 Boot Reimbursement NEW SECTION SUP MOU and PRO MOU

The County will provide annual reimbursement of up to \$250.00 for certain designated classifications that are required, as part of their job duties, to wear boots meeting either the Suitable Footwear Standard set by their respective department or the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard)

R. W. P.
9/13/22

County Proposal #22 to SEIU
July 13, 2022

Term: 44 months through June 30, 2026

4.1 Salaries

- a) Effective the first pay period following adoption of this agreement by the Board of Supervisors, all employees shall receive a Cost of Living adjustment of 4% of base salary.
- b) Effective twenty-six (26) pay periods after the increase in a), employees shall receive a Cost of Living adjustment of 3% of base salary.
- c) Effective twenty-six (26) pay periods after the increase in b), employees shall receive a Cost of Living adjustment of 2% of base salary.
- d) Effective twenty-six (26) pay periods after the increase in c), employees shall receive a Cost of Living adjustment of 2% of base salary.

CONCEPT PROPOSALS

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

4.2.6.2 Correctional Health Assignment Supplement

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

PRO, SUP

4.2.15 Additional Compensation

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

Positions in the Weights and Measures division of the Agricultural Commissioner's Office that require the employee to maintain a Class B driver license will receive a pay supplement of 1% of base salary; positions in the Weights and Measures division of the Agricultural Commissioner's Office that require the employee to maintain a Class A driver license will receive a pay supplement of 1.5% of base salary.

TLI

4.2.15 Additional Compensation

Employees in the Park Worker series who have a Class A license shall receive 2.5% of their base salary. [Incorporates 1991 Board Order]

PRO

4.7 License Reimbursement

Employees in the Weights and Measures division of the Agricultural Commissioner's Office whose position requires they have and maintain a Class A or Class B license shall receive reimbursement for the renewal of the required license, but not the initial license.

SIC

4.13 Armed Officer Pay [NEW]

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

4.14 Field Training Officer Pay [NEW]

Employees assigned Field Training Officer (FTO) duties shall receive a pay supplement of 2.5% of base pay.

Revised
7/13/22

County Concept Proposal to SEIU
July 13, 2022

OOT, SIC, SUP, TLI

UNIFORM ALLOWANCE AND WORK GEAR REIMBURSEMENT

The County will propose language related to sections 13.2 Uniform Allowance and 13.3 Boot Reimbursement, including but not limited to general clean up, adding classifications eligible for uniform allowance and boot reimbursement, boot reimbursement increase, and reimbursement for general work gear. This will apply to identified employees in Public Works, General Services, Agricultural Commissioner's Office, Office of the Medical Examiner, and the Stockton Metropolitan Airport.

Hand
7/13/22

County Proposal #37 to SEIU
July 13, 2022

PPT, PRO, SUP

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 shifts(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 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 he or she is being furloughed and is 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 an 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 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.

Hand
7/13/22

County Proposal #45 to SEIU
July 13, 2022

[RETIREMENT]

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 ~~he or she~~the member files an application for retirement or, if no election is made, the twelve (12) consecutive months [add “twelve (12) consecutive months” to PRO] 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 36 consecutive months immediately preceding ~~his or her~~the member’s retirement or last separation from service if earlier, or during any other period of at least 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 Legislature’s stated intent in 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.

Revd
7/13/22

County Proposal #35 to SEIU
July 13, 2022

[RETIREMENT]

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 Legislature's stated intent in PEPR (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual's retirement system membership commenced prior to January 1, 2013, shall pay contribution on base pay only.

Revel
9/13/22

County Amended Proposal #32 to SEIU
July 13, 2022

OOT

6.8 Underfilling

~~Senior Office Assistants and~~ 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.

~~Senior Office Assistants in the Office of Revenue and Recovery and the Human Services Agency may underfill a position in the Collections Clerk series in that department. Time spent underfilling shall qualify to meet the experience requirement for Collections Clerk I or II.~~

PPT

6.8 Underfilling

~~Office Assistant III's and~~ Office ~~Assistant~~ Supervisor's who have been certified from an eligible list for Eligibility Worker I may underfill any ~~block budgeted~~ 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.

~~Office Assistant III's in the Office of Revenue and Recovery and the Human Services Agency may underfill a position in the Collections Clerk series in that department. Time spent underfilling shall qualify to meet the experience requirement for Collections Clerk I or II.~~

Revd
7/13/22

County Proposal #42 to SEIU
July 13, 2022

PPT, PRO, SUP

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, regular 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 on [add "on" for PRO, SUP] 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.

OOT, SIC, TLI

If the County Administrator or designee closes a work site because it is unsafe or because work operations cannot be carried out, regular 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 on 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.

Revised
7/13/22

County Amended Proposal #25 to SEIU
July 13, 2022

PPT

4.2.6.3 Intake and Assessment Supplement

Upon approval by the Human Services Agency (HSA) Director, a) 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.

- ~~b) Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- ~~c) HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker I, II, III, or IV is no longer assigned to I & A.~~

PRO

4.2.6.3 Intake and Assessment Supplement

a) Upon approval by the Human Services Agency (HSA) Director, Employees in the classification of Social Worker V 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.

- ~~b) Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- ~~c) HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker V is no longer assigned to I & A.~~

SUP

4.2.6.3 Intake and Assessment Supplement

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

- b) ~~Employees described in paragraph a) above shall only be considered eligible for the I & A supplement after a memorandum authored by Human Services Agency (HSA) management at the level of Deputy Director or higher is submitted to and approved by the Human Resources Director, or his/her designee.~~
- c) ~~HSA management, at the level of Deputy Director or higher, shall author a memorandum terminating the I & A supplement when and if a Social Worker Supervisor II is no longer assigned to I & A.~~

Rev'd
7/13/22

County Proposal #19 to SEIU
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[LEAVES FROM EMPLOYMENT]

3.9 Family-Federal and State Protected Leave [Add section heading for SUP]

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

~~In accordance with State law, any employee with more than 12 months of service with the County and who has worked a minimum of 1250 hours in the 12 months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks or 480 hours in a 12-month period. An employee who takes such family care leave shall be returned to employment in the same or comparable position upon return from said leave.~~

~~Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care placement of the child, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, registered domestic partner, or child who has a serious health condition.~~

~~For the purposes of this Section, the terms "employment in the same or a comparable position", "child", "parent", and "serious health condition" are as defined in Section 12945.2 of the Government Code.~~

~~The reasonable advanced notice, scheduling and certification requirements of 12945.2(h), (i), (j) and (k) shall also apply.~~

~~An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with County regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee on State Disability Insurance shall not be required to use more leave than is necessary, in conjunction with SDI, to receive a full paycheck.~~

~~An employee who takes family care leave in an unpaid status shall be eligible for fringe benefit on the same terms as an employee on any other unpaid leave of absence.~~

~~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 law.~~

3.9.2 Federal Family and Medical Leave Act

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

3.9.3 School-Child-Related Activities [as proposed on 6/1/22, County Proposal #07]

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

3.9.4 Pregnancy Disability Leave [moved from Section 3.8.2, accepted as language, TA 6/1/22]

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

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

3.9.5 Use of Leave Accruals While on Protected Leave

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

Employees who are not receiving wage replacement benefits must use available leave accruals to maintain at least forty-one (41) 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.

Rwd
7/13/22

County Proposal #38 to SEIU
July 13, 2022

[LEAVES FROM EMPLOYMENT]

3.8 General Unprotected Leave of Absence ~~without Pay~~

~~In accordance with Civil Service Rule 12, leaves of absence may be granted to regular employees for any of the following reasons:~~

- ~~1) Medical illness or disability not covered by accrued leave.~~
- ~~2) Maternity/Pregnancy.~~
- ~~3) Personal reasons.~~
- ~~4) Education or training~~

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 forty-one (41) 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 ~~without Pay~~ [As passed on 6/15/22, County Proposal #04]

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

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

~~3.8.2 Pregnancy Disability Leave [moved to Section 3.9.4, TA 6/1/22]~~

3.8.3 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.

3.8.4 Personal Leave of Absence [accepted as language, TA 6/1/22]

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.

3.8.5 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.

Rwd
7/13/22

County Proposal #41 to SEIU
July 13, 2022

1.14 SEIU Executive Board Member Release Time

~~Specified bargaining unit e~~Employees elected or appointed to the SEIU 1021 Executive Board may be afforded reasonable release time to travel to and attend meetings which are required due to the duties of their union-wide office. Reasonable release time will be dependent upon the operational needs of the individual department to which the employee is assigned and shall not exceed ~~a total of 36~~ten (10) days per calendar year, ~~across all SEIU Bargaining units regardless of the number of Executive Board Members employed by the County per Board member.~~ There shall be no more than six (6) employees across all SEIU-represented bargaining units on the SEIU 1021 Executive Board at any given time.

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

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

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

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