

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

date: July 17, 2007

6.2.3 Eligibility for Step Increases for Part-Time and Temporary Employees (Non-Healthcare Professionals)

Employees designated as part-time or temporary with 1300 hours of service in the prior calendar year and shall complete 2080 hours of service in their classification unbroken service (not taken off payroll) and a minimum of twenty-six (26) bi-weekly pay periods shall be eligible for an increase to Step B before advancing to the next higher step in the salary range. Thereafter, eligible Part time employees shall receive a further step increase for each additional 2080 hours of service.

date: July 21, 2020

The Union makes this counter proposal based off the San Joaquin County Code of Ordinances, 2-5245 Standby Pay. This proposal shall in no way impact the side letter signed by SEIU 1021 and San Joaquin County signed 8/10/21 in regards to the amounts that OR Techs receive for standby pay.

4.2.4 Standby Pay

A department head, with the approval of the County Administrator, or designee, (County proposed language) 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 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 ~~20%~~ 25% of their regular hourly rate.

PPT MOU

Employees in the Operating Room Technician I, Operating Room Technician II, and Sr. Operating Room Technician Classifications shall be compensated \$10.00 per hour when assigned to standby, and \$12.00 per hours when assigned to standby on a regular holiday.

The August 10, 2021 side letter regarding Operating Room Technician wages is terminated. (County proposed language)

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

date: July 21, 2022

4.2.3 Shift Differential

The Shift Differential will be \$ ~~1.15~~ 2.00 per hour for the p.m. and split shifts and \$ ~~1.45~~ 3.00 per hour for the night shifts.

Employees scheduled to work on Weekends will receive a shift differential of \$1.00 per hour

For employees in the class series of Clinical Laboratory Technologist working in the laboratory at San Joaquin General Hospital, the night shift differential will be \$3.00 per hour. (County proposed language from existing side letter)

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 noon

P.M.: Any work shift which begins on or after 12:00 noon 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.

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

date July 27, 2017

3.3.2 Sick Leave Usage

(h) 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)~~ ~~ten (10)~~ **nine (9)** days, or ~~forty eight (48)~~ ~~eighty (80)~~ **seventy two (72)** hours, of accrued sick leave, per fiscal year.

The Union and County agree that this time may be used in fifteen (15) minute or .25 increments.

Counter Proposal from SEIU 1021 to San Joaquin County

date: July 27, 2027

The Union counter proposes this to be the controlling language in all six SEIU Bargaining Unit MOU's

4.2.12 Bilingual Pay

~~a) Class Level-1 Bilingual pay~~

Employees shall receive bilingual pay at ~~41~~ **50** cents per hour only if they ~~meet all of the following criteria~~ **are requested/required to perform one of the following during their duty shift:**

- ~~1. Have passed a bilingual proficiency examination administered by the Human Resources Division~~
- ~~2. Have been approved by the County Administrator~~
- ~~3. Have been designated by the appointing authority in a position designated as requiring bilingual skills at least 20% of the time, such as an assigned bilingual caseload.~~

a) Before an officially convened court, appeals board, commission or hearing body

b) In the interpretation for law enforcement investigations or the translation of documents ~~relating to those investigations, or~~

~~c) In the interpretation of medical information including the use of medical terminology; or~~

d) assists clients, patients, or the family members/advocates of clients/patients in filling out or understanding documents that are relevant to the mission of the department.

. If an employee who performs one of the above tasks is not currently compensated for their bilingual skills, per the Level II parameters below, the employee shall receive the supplement for all hours worked during their assigned shift where the skill was used.

- ~~1. Have passed a bilingual proficiency examination administered by the Human Resources Division~~
- ~~2. Have been approved by the County Administrator~~
- ~~3. Have been designated by the appointing authority in a position designated as requiring bilingual skills at least 20% of the time, such as an assigned bilingual caseload.~~

B) Class Level II Bilingual pay

Employees shall receive bilingual pay at ~~82 cents~~ **1.00 dollar** per hour if they meet all the requirements set forth: ~~for Class I bilingual pay and either:~~

- 1. Have passed a bilingual proficiency examination administered by the Human Resources Division**
- 2. Have been approved by the County Administrator**
- 3. Have been designated by the appointing authority in a position designated as requiring bilingual skills at least 20% of the time, such as an assigned bilingual caseload.**

Or routinely does one or more of the below;

- a) Before an officially convened court, appeals board, commission or hearing body
- b) In the interpretation for law enforcement investigations or the translation of documents relating to those investigations, or
- c) In the interpretation of medical information including the use of medical terminology: or
- d) **d) assists clients, patients, or the family members/advocates of clients/patients in filling out or understanding documents that are relevant to the mission of the department.**

~~are assigned to a position designated as requiring bilingual skills at least 40% of the time, such as an assigned caseload.~~

c) Although effort will be made to use as interpreters employees receiving bilingual pay, no employee shall refuse to assist in interpretation for clients or patients on an occasional basis. When the bilingual skill is no longer required, the department head shall terminate the bilingual compensation by written notice to the Human Resources Director and shall notify the employee. **If such an occasion occurs and said specific employee is asked to utilize their bilingual skill, that employee may decline to assist in that aspect of the days work.**

July 21, 2022

1.14 SEIU Executive Board Member Release Time

Specified bargaining unit 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 days per ~~Fourteen (14)~~ **Thirteen (13) days per** calendar year **per board member** across all SEIU Bargaining units regardless of the number of Executive Board members employed by the County. **(Note, There can never be more than 6 employees from this Chapter on the 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 bill 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.~~

Revised 7/27/22

County Proposal #44 to SEIU
July 27, 2022

OOT, SIC, TLI

3.5 Bereavement Leave

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

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

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

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

~~Bereavement All~~ leave used for bereavement under this section must be used within 30 days of the death of the eligible-qualifying family member. Proof of death of the eligible-qualifying family member is required. Acceptable documents include, but are not limited to, death certificates, obituaries or signed verifications from funeral homes/mortuaries, or other documents deemed acceptable by management. Documents may be source verified.

PPT, PRO, SUP

3.5 Bereavement Leave

Regular full-time employees, ~~applicable health care professionals and part-time employees~~ (as defined in Section 7), ~~and job share employees~~, who suffer ~~a the~~ death ~~of a in their~~ "immediate qualifying family member" may be allowed to be absent with pay for three (3) scheduled County work days for each qualifying family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work.

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

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

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

~~Bereavement~~ All leave used for bereavement under this section must be used within 30 days of the death of the eligible-qualifying family member. Proof of death of the eligible-qualifying family member is required. Acceptable documents include, but are not limited to, death certificates, obituaries or signed verifications from funeral homes/mortuaries, or other documents deemed acceptable by management. Documents may be source verified.

Revised 7/27/22

County Proposal #18 to SEIU
July 27, 2022

[LEAVES FROM EMPLOYMENT]

3.6 Educational Leave

PPT

3.6.1 Continuing Educational Leave

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

3.6.2 Continuing Educational Leave – SJGH

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

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

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

PRO

3.6.1 Continuing Educational Leave

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

SUP

3.6.1 Continuing Educational Leave

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

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

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

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

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

For Educational Leave of Absence, see Section 3.8.3.

Revd 7/27/22

County Concept Proposal to SEIU
July 27, 2022

REGULAR, FLOATING and FLEXIBLE HOLIDAYS

The County currently provides:

- 10 Regular Holidays annually:
 - County offices are closed to the public, and the holiday is observed on the day
 - New Year’s Day, Martin Luther King Jr.’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the following Friday after Thanksgiving, and Christmas Day.
- 4 Floating/Flexible Holidays:
 - County offices are open to the public, and the employee has an option to request the actual day or use the floating/flexible day on another day
 - ○ Employee’s birthday, Lincoln’s Birthday, Admission Day, and Columbus Day
- **Total:** 14 days off annually outside of vacation

The County proposes two options for SEIU’s consideration regarding Regular and Floating Holiday structure, as follows:

	Option A	Option B
Floating/Flexible Holidays	Eliminate Flexible Holidays. All Employees participate in the Floating Holiday Program	Same as Option A
Regular Holidays Falling on a Saturday	Regular holidays that land on a Saturday to be observed the preceding Friday (with the exception of 24-hour worksites). Consistent with current practice when a holiday lands on a Sunday	Same as Option A
Juneteenth and Cesar Chavez Birthday	Juneteenth to be observed the same as Cesar Chavez Birthday is currently observed, and the County will maintain normal business hours: <i>3.4.2.3 Any employee who has at least eight hours of holiday or other vested banked time and requests Cesar Chavez's birthday off shall be granted such time off provided the employee's department or</i>	Cesar Chavez Birthday and Juneteenth shall be observed as regular holidays and the County shall be closed for business.

	<i>work unit meets its minimum staffing requirements.</i>	
Floating Holidays	As currently defined: 4 days (32 hours) total.	Two days (16 hours) to be recognized as Floating Holidays. SEIU can determine which two from those currently provided.
Total Number of Holidays	14 days (112 hours)	14 days (112 hours)
Part-time	Limited to Section 7	Same as Option A

County Proposal #09 to SEIU
June 15, 2022

TO SEIU
6/15/22
11:38A

[LEAVES FROM EMPLOYMENT]

3.11 Leave for Promotional-Civil Service Examinations and Interviews

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

TENTATIVE AGREEMENT

DATE July 27, 2022

COUNTY PSA UNION SEIU

County to SEIU
07/13/22
10:46 a

County Amended Proposal #25 to SEIU
July 13, 2022

TENTATIVE AGREEMENT
DATE July 27, 2022
COUNTY SN UNION [Signature]

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.~~
- ~~e) 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

Upon approval by the Human Services Agency (HSA) Director, ~~e) 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.~~
- ~~e) 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

Upon approval by the Human Services Agency (HSA) Director, ~~e) 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.~~
- e) ~~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.~~

County Amended Proposal #32 to SEIU
July 13, 2022

County # 5E14
07/13/22
10:49 am

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.~~

TENTATIVE AGREEMENT

DATE July 27, 2022

COUNTY BA UNION [Signature]

County Proposal #34 to SEIU
June 15, 2022

TO SEIU
6/15/22
12:15P

OOT, SIC, SUP, TLI

7.2 Compliance with Part-Time/Temporary Definition

~~The County will begin counting the hours of "Part-time" employees for the purpose of ensuring compliance with the definition "Part-time" on January 1, 2001.~~ The County will provide the Union with payroll data showing the number of hours worked by Part-time employees in the prior six 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 of the respective Memoranda of Understanding.

PPT, PRO

7.2 Compliance with Part-Time/Temporary Definition

~~The County will begin counting the hours of "Part-time" employees for the purpose of ensuring compliance with the definition "Part-time" on January 1, 2001.~~ The County will provide the Union with payroll data showing the number of hours worked by Part-time employees in the prior six 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.

TENTATIVE AGREEMENT
DATE July 27, 2022
COUNTY [Signature] UNION [Signature]

County Proposal #37 to SEIU
July 13, 2022

Comdy to SEIU
07/13/22
10:56a

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).

TENTATIVE AGREEMENT
DATE: July 27, 2022
COUNTY SA UNION [Signature]

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.