

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA

RESOLUTION

R-23-95

RESOLUTION IMPLEMENTING CERTAIN TERMS AND CONDITIONS OF  
EMPLOYMENT FOR MEMBERS OF THE SENIOR MANAGEMENT REPRESENTATION  
UNIT

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WHEREAS, it is the desire of the County of San Joaquin to set forth certain terms and conditions of employment for members of the Senior Management Representation Unit; and

WHEREAS, such terms and conditions do not comprise all of the terms and conditions of employment of such members; and

WHEREAS, it is in the best interest of the County of San Joaquin that such terms and conditions be set forth herein;

NOW, THEREFORE, BE IT RESOLVED that the following terms and conditions of employment be, and they hereby are, made applicable to the Senior Management Representation Unit:

1. RECRUITMENT INCENTIVES

Upon the request of the Department Head and with the approval of the County Administrator or their designee, the following recruitment incentives may be provided:

- a) Reimbursement of moving expenses: Actual documented cost of moving to a maximum of \$5,000. Costs may include moving expenses, interim housing, and travel expenses related to the move for the candidate and their family. Any approved reimbursement shall be made contingent upon employment, in two incremental payments: the first payment after six months of service, the second after twelve months of service.
- b) Vacation Accrual Rate: The San Joaquin County vacation accrual rate consistent with the candidate's total years of public service.
- c) Sick Leave: If the candidate is leaving other employment to accept the San Joaquin County position, credit of the candidate's actual unreimbursable sick leave hours from the candidate's last agency will be a maximum of 160 hours. Such hours shall be subject to San Joaquin County's minimum sick leave cash out provisions.

1.4 Discrimination in Employment Prohibited

No employee shall be discriminated against in any aspect of employment because of age, ancestry, color, creed, gender, gender expression, gender identity, genetic information, marital status, medical condition (cancer or genetic characteristics), military or veteran status, national

origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, sexual orientation, or on any other basis prohibited by applicable federal and State law.

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

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

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

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

## 2. INSURANCE

### 2.1 Cafeteria Plan Benefits

Employees may elect to purchase medical, dental, vision and life insurance coverage in accordance with this Resolution for the employee and, where applicable, their dependents from a cafeteria plan account established for each employee. For the purposes of this Resolution, an employee is any employee occupying a budgeted position, whether or not such employee is scheduled to work eighty (80) hours in a pay period.

An employee on an approved, protected leave of absence retains eligibility for the full cafeteria allowance, regardless of the amount of paid time they have in the pay period, while on protected leave.

An employee who is on an approved, unprotected leave of absence, must have at least forty-one (41) hours of paid time in the pay period in order to receive the allowance.

If an employee is on an approved, unprotected, unpaid leave of absence, the employee will not receive the cafeteria allowance, but may continue benefits at their own expense. See Section 2.9 — Continuation of Insurance Benefits While on Leave of Absence.

Upon successful completion of a special health benefits open enrollment period, employees will not be eligible for Cafeteria Plan Benefits and will be covered by Sections 2.3 and 2.3.1 of this Resolution.

### 2.1.1 Amount of Plan

The County's bi-weekly contribution to the cafeteria plan shall be set to the 2010-11 rate of \$923.96.

To the extent an employee does not fully utilize the County's contribution to purchase medical, dental, and vision insurance, the employee may opt to place such excess in the employee's deferred compensation account (subject to legal maximums) or the employee may receive taxable income, on a bi-weekly basis. Should the premium amount of such coverage exceed the amount of the County's contribution to the cafeteria plan, the excess amount shall be deducted from the employee's paycheck.

For employees opting to participate in the County's medical, dental, and vision plans, should the cafeteria allowance be less than the County's premium contribution based on the established rates for the standard HMO or PPO medical and the standard dental and vision plan chosen by the employee, the County shall pay the difference. The employee's share of premiums shall be deducted from the employee's paycheck.

Upon successful completion of a special health benefits open enrollment period, and pursuant to Section 2.1, employees will not be eligible for Cafeteria Plan Benefits. The County's current bi-weekly contribution of \$923.96 will be rolled into the base salary of employees covered in this unit, and Section 2.1.1 will be terminated.

### 2.2 Effective Date of Coverage

The effective date of coverage for new employees members in the medical, dental, vision, and life 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 employee, who, by such contract provisions, is eligible for the stated insurance coverage.

Upon first becoming eligible for health insurance coverage, all eligible employees have 60 calendar days to enroll in such insurance coverage. Employees failing to enroll within this timeframe shall be deemed to have waived coverage and shall not be eligible to enroll until the next open enrollment period, or under qualifying life event outside of the open enrollment period.

### 2.3 Medical Insurance Options

The County shall provide options for medical insurance coverage for eligible employees and dependents in one of several plans. The plans shall, at a minimum, include two plan options. Medical plans offered to employees may be either self-funded by the County or full 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 life event, by completing an Enrollment Form and selecting the "Opt Out" option.

#### 2.3.1 Medical Insurance Premiums

The County shall contribute 80% of the premium and the employee shall contribute 20% of the premium for the standard PPO or HMO plan options at all tier levels (employee only, employee plus one, employee plus family). Standard plans are noted on the County's website.

For employees electing the buy-up PPO plan option, the County shall contribute at the same coverage level as the standard PPO plan County contribution at all tier levels. Employees shall pay the difference between the County contribution and the full rate of the buy-up PPO plan at each coverage level.

For any new plan options, the County will pay 80% of the premium and the employee shall pay 20% of the premium for employees electing the lower cost plan (excluding high deductible health plans) at all tier levels (employee only, employee plus one, employee plus family). If an expanded medical plan is implemented, the County shall contribute at the same coverage level as the lower cost plan County contribution and the employee shall pay the difference between the County contribution and the full rate.

If on Leave of Absence Without Pay — Refer to Section 2.9 — Continuation of Insurance Benefits While on Leave of Absence.

### 2.3.2 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.

### 2.4 Dental Insurance Options

The County shall provide an option for dental insurance coverage for eligible employees and dependents in one or more dental insurance plans. There shall be a primary dental plan, and lower cost dental health maintenance organization (DHMO) plan may 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 for the standard dental plan and any increases thereto. The employee shall pay the difference between the employee-only County contribution and the buy-up option. Dependent dental coverage is available at the employee's expense.

Orthodontia coverage will be available. The plan will pay 50% of actual costs. The maximum amount of orthodontia coverage is \$1200 lifetime, per person.

The maximum annual dental benefit per person in the self-funded dental plan shall be \$3,000.

### 2.5 Vision Insurance Options

The County shall provide vision insurance coverage for eligible employees and dependents in one or more vision insurance plans. The County may also offer a buy-up plan option.

The County shall pay the employee-only premium for the least expensive vision insurance plan, and any increases thereto. The employee shall pay the difference between the employee-

only County contribution and the buy-up option. Dependent vision coverage is available at the employee's expense.

## 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

Employees shall be provided with a County-paid term life insurance policy with a face value equal to 100% of the employee's annual salary rounded to the nearest \$1,000, up to \$75,000. The policy shall include a double indemnity accidental death and dismemberment provision.

If an employee separates from employment with a service or disability retirement, this policy shall continue through the first twelve (12) months following such separation in an amount not to exceed the lesser of the employee's annual salary or \$50,000 and thereafter the amount of coverage shall be reduced at a rate of 20% per year so that such benefit would terminate at the end of sixty (60) months after separation.

Members of this unit may also 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 in this unit 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 healthcare 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 expense 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.

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

Employees who are on an approved, protected leave of absence retain eligibility for the cafeteria allowance under Section 2.1, or the employer-paid premium contributions, as applicable, 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 premiums or the employee's share of the premiums (as applicable) 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.

### 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.

Employees who are on an approved, unprotected leave of absence retain eligibility for the cafeteria allowance under Section 2.1, or the employer-paid premium contributions (as applicable) for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) bi-weekly pay periods, so long as they have at least forty-one (41) hours of paid time per pay period. To maintain benefits, the premiums, or the employee's share of the premiums (as applicable), necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or must be paid directly to the County's Benefit's office no later than the Monday of the County's pay week.

Employees 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 Benefits office no later than the Monday of the County's pay week.

### c. Employees on an Unapproved, Unprotected Leave of Absence

Employees 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.

3. LEAVES FROM EMPLOYMENT

3.1 Vacation

Each employee of this unit shall accrue and accumulate vacation at the rates set forth below based on length of continuous service of such employee for each straight-time hour of paid time on payroll:

(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 260	.0577	4.616	120	360
260, but less than 520	.0770	6.160	160	440
520 or more	.0885	7.080	184	488

Whenever an employee's accumulation of vacation reaches its maximum as provided herein, 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.

Except as provided in Ordinance Code Section 2-5221.5, upon reaching the maximum accumulation of vacation indicated in column (e) above, employees shall not accumulate additional vacation until such accumulation is reduced below the maximum. 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 straight-time hours which is equal to the number of full continuous bi-weekly pay periods specified above.

Each Department Head shall make every possible effort to ensure that vacation time is utilized by each employee at times which are mutually agreeable to the employee and the department head but, consistent with San Joaquin County Ordinance Code Section 2-5222, which states that, "Vacation shall be taken at times agreeable to the department head," each department head has final authority to determine when such time off is to be utilized."

Subject to the approval of the County Administrator, each member of this unit shall have the option of purchasing up to eight (8) 8-hour days of vacation time once each calendar year from the member's accumulated vacation.

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 Sick Leave Accrual

Employees 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 Resolution sick leave may be authorized for any of the following reasons:

- (a) Illness, injury or quarantine of the employee;
- (b) Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's immediate family member.

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

Employees can identify one (1) designated person each fiscal year (*i.e.* July 1-June 30) in compliance with CA Labor Code section 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 received under Worker's 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 the State Disability Insurance programs, will result in a payment to the employee not more than the employee's regular salary.

- (f) Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to bond with a newborn, or a child placed with the employee for adoption or foster care.
- (g) San Joaquin County will comply with applicable state and federal laws regarding the use of sick leave, including but not limited to, CA Labor Code Section 233 the Kin Care Law, and Labor Code Section 246.5 Healthy Workplace Healthy Family Act of 2014 (HWHFA), maintaining all rights and provisions that are permitted by the Labor Code.

### 3.3.3 Sick Leave Exclusion

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

- (a) Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
- (b) Illness, injury quarantine or disability while on leave without pay;
- (c) An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.

### 3.3.4 Sick Leave Verification

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 explaining the justification for the request.

### 3.3.6 Sick Leave Conversion

This benefit applies to all employees hired prior to August 27, 2001.

Upon separation from employment and concurrent assumption of a retired status in SJCERA, an employee may convert up to fifteen percent (15%) of accumulated sick leave to cash if the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation, and provided that such conversion shall not be in such an amount so as to reduce the accumulation below one hundred sixty (160) hours. Each employee, on the effective date of this Resolution or upon entry into this unit, must elect in advance whether to convert such accumulated sick leave to cash. Once made, this choice cannot be changed. All sick leave which is not so converted will be used to implement Section 8.4. of this Resolution.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, SJCERA. Such cash conversion amount shall be paid when the employee first receives monetary allowances from SJCERA.

### 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:

- (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.

#### 3.4.2.1 Regular Holiday Compensation

In addition to regular salary, any 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 employee whose regularly scheduled day off falls on a regular holiday shall be entitled to accrue eight (8) hours of regular holiday time.

#### 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.

#### 3.4.3 Floating Holidays

The following days are established as floating holidays:

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

#### 3.4.3.1 Floating Holiday Observance

Employees scheduled to work on the floating holiday and eligible to receive benefits 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 employee whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this section.

### 3.5 Bereavement Leave

The County shall provide up to five (5) days of bereavement leave to 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 (see Section 3.9).

Employees may be allowed to be absent with pay for three (3) scheduled County work days for each qualifying family member who dies. Employees will be paid only for days and hours they were scheduled to work.

A qualifying family member is:

- 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

In addition, employees may use two (2) days of accrued leave for the death of a qualifying family member as described above. 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.

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

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

San Joaquin County will comply with the California Family Rights Act (CFRA), maintaining all rights and provisions that are 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 Resolution.

### 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 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 or regular), or compensatory time off.

### 3.8 General Unprotected Leave of Absence

Leaves of absence identified in this section may be granted to employees. 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

Personal Medical leave may be granted to 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 under the ADA or pending disability retirement).

#### 3.8.3 Educational Leave of Absence

Educational Leave 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.

##### 3.8.3.1 Continuing Education Leave

Each July 1, employees shall be credited with sixteen (16) hours of continuing education leave with pay per 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 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 required nurse or attorney licensure for their position. Use of continuing education leave is subject to verification of the training taken.

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

#### 3.8.4 Personal Leave of Absence

Personal Leave of Absence may be granted to an 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.

### 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 825.114 of the Family 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 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, 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. 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.

### 3.9.4 Pregnancy Disability Leave

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

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 Resolution). 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 Resolution, to the extent permitted by state and federal law.

### 3.10 Catastrophic Leave Program

#### 3.10.1 Conditions of Participation

- (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 Resolution.
  - (2) The employee has received approval for an unpaid leave of absence under Section 3.8.1.
- (b) Employees may donate accrued vacation, compensatory time or holiday (floating 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 Resolution.

### 3.12 Effect of Rehire on Leave Accrual Rates

A former employee who returns to County service shall not be entitled to accumulated sick leave benefits unless the return to County service is the result of rehire within one year of separation of employment.

Employees who are rehired into County service within one year of separation of employment will be returned to the same vacation accrual rate and salary grade step that was held at the time of separation.

## 4. COMPENSATION

### 4.1 Salaries

Each job classification is assigned an individual salary grade. Each salary grade will identify the bi-weekly five-step salary range as the established compensation for that class. All 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.

Employees shall receive base wage increases according to the following schedule:

- a) Effective October 24, 2022, all employees shall receive a base wage increase of 6%.
- b) Effective July 3, 2023, all employees shall receive a base wage increase of 5%.
- c) Effective July 1, 2024, all employees shall receive a base wage increase of 4%.
- d) Effective the July 14, 2025, all employees shall receive a base wage increase of 3%.

The County Administrator at any time may increase or decrease the salary of any member of this unit from step to step within a salary range.

#### 4.1.1 Salary Compaction

As determined by the County Administrator, equity adjustments may be made in order to ensure comparable class compensation parity and to maintain a salary range spread between classifications of supervisor and the next highest paid subordinate which is at least equal to a percentage of not more than 25 percent and not less than 7 percent. Such salary range relationship shall be maintained throughout the duration of this Resolution.

#### 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 License/Certificate Renewal Pay

The County will reimburse employees in classifications that require a State license or certificate for the fees associated with renewing the State license/certificate.

Fees associated with initial licensing/certification will not be covered.

##### 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.

#### 4.2.8 P.O.S.T. Pay

Employees in the classification of Chief District Attorney Investigator who hold an Advanced POST Certificate shall receive a pay supplement equal to 10% of the base salary.

Employees in the classification of Assistant Sheriff who hold an Advanced POST Certificate shall receive a pay supplement equal to 10% of the base salary of an Assistant Sheriff.

Employees in the classification of Undersheriff who hold an Advanced POST Certificate shall receive a pay supplement equal to 10% of the base salary.

Employees in the classification of Assistant Sheriff who hold a Supervisory or Management POST certificate shall receive a pay supplement equal to 1% of the base salary. Employees in the classification of Assistant Sheriff who hold a Supervisory or Management POST certificate and have 24 or more years of County service shall receive an additional 2.5% for a total of 3.5%, of the base salary of an Assistant Sheriff.

Employees in the classification of Undersheriff who hold a Supervisory or Management POST certificate shall receive a pay supplement equal to 1% of the base salary. Employees in the classification of Undersheriff who hold a Supervisory or Management POST certificate and have 24 or more years of County service shall receive an additional 2.5% for a total of 3.5%, of the base salary of an Undersheriff.

Employees in the classification of Chief District Attorney Investigator who hold a Supervisory or Management POST certificate shall receive a pay supplement equal to 1% of the base salary of a Chief District Attorney Investigator. Employees in the classification of Chief District Attorney Investigator who hold a Supervisory or Management POST certificate and have 24 or more years of County service shall receive an additional 2.5% for a total of 3.5%, of the base salary of a Chief District Attorney Investigator.

#### 4.2.9 Additional Compensation

At the discretion of the County Administrator or designee, employees who possess a professional or state licensure or certification in or related to their position, may receive a pay supplement of five percent (5%) of their base salary.

If an employee possesses more than one license or certification, the total pay supplement will be limited to five percent (5%).

Employees who promoted into this unit on or after December 9, 2019, from the Middle Management or Registered Nurses unit and were receiving an Education Pay supplement, shall retain that supplement when entering this unit, provided that the position is in their line of promotion.

#### 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, underwithholding of deductions for employee-paid benefits and taxes. Employees may repay a net salary overpayment, due to an underwithholding, over the same amount of pay-periods that the underwithholding 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

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, paid 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 \$43.33 per month as submitted with a County Expense Reimbursement Claim form through their departments' normal reimbursement process.

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

#### 4.5 Deferred Compensation Contribution

The County of San Joaquin may maintain a Section 457 and/or other Deferred Compensation Plans. The allowable contribution shall be the maximum allowed by the Internal Revenue 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.

For members of this unit, the County shall make a contribution equal to 2% of the employee's base salary to the deferred compensation plan.

#### 4.8 Longevity Pay

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

Employees entering this unit without a break in service who are receiving a longevity benefit, may retain their existing longevity benefit.

### 5. DAYS AND HOURS OF WORK

#### 5.1 Work Week

Unless otherwise provided for in this 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.

## 5.2 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

Overtime is not applicable to employees covered under this resolution. See Section 5.6.

## 5.6 Group Designation

Employees in this unit are designated as Group 1 employees:

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. These employees are not eligible to receive overtime compensation or compensatory time off. However, in recognition of the sometimes long and irregular hours which these employees are required to work to accomplish program objectives, the County will provide paid administrative leave as follows:

- (1) Each fiscal year, the Department Head shall grant ten days of administrative leave to eligible salaried employees.
- (2) The benefits provided by this program are not related to hours worked, nor subject to accrual, and under normal circumstances may not be carried over beyond the end of the fiscal year.

## 5.10 Jury and Witness Duty

### 5.10.1 Jury Duty

Any 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. An employee called as a witness in any other matter shall be deemed off duty.

## 6. SALARY ADMINISTRATION

### 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 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 Resolution 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

An employee shall be required to serve a merit advancement period of twenty-six (26) bi-weekly pay periods on each step of the salary range 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 Resolution shall be construed to provide that step increases are automatic.

Advancement within a salary range 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 range at one time except as provided in Section 6.1 above.

### 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 and special assignment pay) 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 of 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.

### 7. STATUS AND SEVERANCE PROVISIONS

Unless otherwise provided by law, members of this unit are at-will employees. The County has the absolute right to terminate an employee's employment with the County with or without cause and shall not be required to provide the employee with any reason for such termination.

Upon the request of the appointing authority and approval from the County Administrator or designee, an eligible employee shall begin a 60-calendar day severance period immediately following notice of pending termination. Such severance period shall continue for 60-calendar days or until such time as the employee is employed by another employer elsewhere in a position of comparable duties and responsibilities, whichever comes first. During such severance period,

the employee shall receive full salary and related compensation, including monetary and non-monetary benefits provided by applicable Federal or State law, applicable County resolution, ordinance or order, or applicable resolution or contract and shall be assigned and carry out such duties as designated by the employee's appointing authority.

For members of this unit who currently have individual employment contracts with the County, and for those members of this unit who, subsequent to the enactment of this Resolution, come to have such employment agreements, the terms of those individual employment contracts which pertain to employment status, notice, and severance, shall prevail and control over the provisions of this section of this Resolution.

## 8. RETIREMENT

Unless otherwise stated, all statutory references in this section "8. Retirement" of this Resolution are to the California Government Code.

### 8.0 Retirement Tier and Eligibility

SJCERA Tier I – 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 I of the Government Code), hereinafter "PEPRA", participate in the defined benefit formula prescribed by PEPRA, hereinafter "SJCERA Tier II".

### 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% 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 31780.1 for monthly benefits payable by SJCERA to retired members of SJCERA (Tiers I and II) or their beneficiaries.

### 8.2 Retirement Age and Service

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

SJCERA Tier I at age seventy (70) years, or at age fifty (50) years with the completion of ten (10) years of service, or with 20 or more years of service regardless of age, shall be maintained for employees who are Safety Members of SJCERA Tier I.

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 Calculation 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 their 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.

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

#### 8.3.1 Retirement COLA Cost Share

Notwithstanding R-75-1592, the County and employees in this unit who are members of SJCERA shall, in accordance with Government Code Section 31873, equally share the contributions required for post-retirement cost-of-living adjustments.

#### 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 SJCERA; (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.

Such account shall be credited upon separation with as many days of accumulated sick leave as the employee so chooses to pay the monthly health insurance premiums as well as the dental insurance premium for any dental plan offered by the County. For the purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day.

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 SJCERA and shall continue until such account is fully depleted, the employee ceases to be a member of SJCERA, 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.

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

The dollar value of the conversion shall be capped at \$221.24 for each eight (8) hours of sick leave.

Pursuant to San Joaquin County Ordinance No. 4122, employees eligible for sick leave credit accounts under this section will be offered the opportunity to use accumulated sick leave for service credit under Government Code Section 31641.03 in lieu of a sick leave credit account.

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

#### 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 and/or contract 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 SJCERA.

## 9. 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 Resolution. 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 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.

### 9.7 Professional Expense Reimbursement

Attorney members assigned to this unit shall be reimbursed 100% of their California Bar Association annual dues per fiscal year, limited to the basic dues and not to include optional contributions, and upon the discretion of the Department Head, the minimum base dues for membership in the San Joaquin County Bar Association.

## 10. 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 (3) 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.

## 11. 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.

### 11.3 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.

## 12. 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. 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 classification of Assistant Sheriff and Undersheriff shall receive a bi-weekly uniform allowance of \$46.15.

PASSED AND ADOPTED June 6, 2023, by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Canepa, Patti, Ding, Rickman**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

ATTEST: RACHÉL DeBORD  
Clerk of the Board of Supervisors  
County of San Joaquin  
State of California



By **Rachél DeBord**

**Robert Rickman**

ROBERT RICKMAN  
Chairman, Board of Supervisors  
County of San Joaquin  
State of California