MEMORANDUM OF UNDERSTANDING

San Joaquin District Attorney Investigators Association

and

SAN JOAQUIN COUNTY

Peace Officers Miscellaneous – Q

November 17, 2026 – June 30, 2028

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PREAMBLE:

This Memorandum of Understanding, hereinafter referred to as "Memorandum", is made by and between the County of San Joaquin and the San Joaquin District Attorney Investigators Association, hereinafter referred to as "SJDAIA" or "Association", representing employees who are members of the Peace Officers Miscellaneous bargaining unit. This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the San Joaquin County Employer-Employee Relations Policy.

DURATION:

This Memorandum shall be in effect from November 17, 2026, through June 30, 2028.

1. EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1. Management Rights

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

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

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

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

d. Take whatever actions may be necessary to carry out the mission of the County in situations of emergency.

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

1.2. Labor - Management Committees

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

1.3. Employees' Rights - Employer-Employee Relations

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

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

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

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

d. The right to represent himself/herself individually in their employee relations with the County.

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

1.4. 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/Officer. 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. Americans 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.

1.5. SJDAIA Rights

SJDAIA shall have the following rights:

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

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

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

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

1.6. SJDAIA Access

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

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

1.7. New Employee Orientation

An authorized SJDAIA representative or designee will be allowed thirty (30) minutes at the end of each scheduled orientation to present information about the Association to employees who are represented by SJDAIA, including the following conditions:

1. The County will provide at least thirty (30) days advance notice to SJDAIA regarding the orientation schedule providing SJDAIA with a calendar of orientation dates.

2. The County will provide a roster of the individuals scheduled to attend an orientation session at least 48 hours prior to the session.

3. In the event that audio visual equipment is available and being utilized by the Count for the presentation of orientation information, SJDAIA shall be provided reasonable access to such equipment.

1.8. Association Representatives

ASSOCIATION REPRESENTATIVES: Association Representatives employed and recognized by San Joaquin County may assist employees in resolving complaints and grievances at the lowest possible administrative level of review. Representatives will be allowed a reasonable amount of County time, to investigate process and meet with management on a complaint or grievance. Such time shall not exceed four hours per case. Representatives may use County time to meet with management only at the first or second level of review of the complaint procedure.

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

NUMBER OF REPRESENTATIVES: The Association may have a reasonable number of Representatives in this unit to represent employees at County work sites. If the County believes that the Association's Representatives number is unreasonable, the parties will meet and confer at the request of the County. The Association shall provide a current list of all designated Representatives to the Human Resources Division at the beginning of each calendar year and whenever there is a change in the list of Representatives. The list shall show the employee name and classification. No representative shall be recognized as such by the County without written authorization from SJDAIA.

1.9. Use of County Facilities

SJDAIA - COUNTY FACILITIES USE: County facilities shall be available to SJDAIA as follows:

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

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

    a. Material shall be posted on space as designated.
    b. Posted material shall bear the name of the Association.
    c. Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
    d. Material shall be neatly displayed and shall be removed when no longer timely.

1.10. Payroll Deduction

SJDAIA shall have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

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

SJDAIA will give the County timely notice of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization. Deductions will begin the next applicable pay period following receipt of notice.

SJDAIA shall indemnify, defend, and hold the County, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocation, deductions made, cancelled, or changed in reliance on SJDAIA's representations or certifications regarding employee dues and deduction authorizations. This includes not only the County's reasonable attorney fees and cost but the reasonable cost of management preparation time as well. The County shall notify SJDAIA of such cost on a case-by-case basis.

1.11. Association Reports

At least every 30 days, the County will furnish SJDAIA with the following information, on file within the County's Human Resources database systems (currently PeopleSoft), for all employees represented by SJDAIA:

- Name Job title
- Department Work Location
- Work Phone number Home Phone number
- Personal cellular phone number
- Personal email address
- Home address

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

- Home phone number
- Personal cellular phone number
- Personal email address(es)

1.12. Reimbursable Short Term Paid Release Time

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

1.13. Reimbursable Long Term Paid Release Time

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

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

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

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

4. Reimbursement by SJDAIA shall occur within thirty (30) days of the County billing SJDAIA.

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

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

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

1.14. Work Stoppage

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

It is mutually agreed and understood that during the period this Agreement is in force and effect the Association will not authorize or engage in any strike, slowdown, or work stoppage.

2. INSURANCE

2.1. Compliance with Applicable Benefits Laws and Eligibility

During the life of this agreement, the County will maintain its health plans in compliance with provisions of the Affordable Care Act (ACA) and all other applicable state and federal laws governing public sector employee benefits plans.

Eligibility for health benefits for variable-time employees will be determined based on the measurement and stability period provisions of the ACA. Coverage in the full-time health plans will be extended to employees who work on average 30 or more hours per week during each measurement period.

If on leave of absence with pay, refer to section 2.9-Continuation of Insurance Benefits while on Leave.

2.2. Effective Date of Coverage

The effective date of coverage for newly eligible employee members in the health, dental, and vision insurance plans shall be the first day of the first bi-weekly pay period following the date of appointment to employment as a regular employee or as a contract or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage, provided that coverage shall not be effective until the first day of the first bi-weekly pay period after the employee has completed the required enrollment forms and any supporting documentation.

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 the specified time frame shall be deemed to have waived coverage under the plans. Eligible employees who are not covered under the plan may elect to participate at the next Open Enrollment period by signing the required enrollment forms, or upon the occurrence of a Qualifying Life Event, as permitted under IRS regulations or other applicable laws.

2.3. Health Insurance Options

The County shall continue to provide an option for health insurance coverage for eligible employees and dependents in one of several plans. The plans, at minimum, include a PPO and an HMO plan. The County may modify the number and type of plans available, and plan design, subject to prior notice. Health plans offered to employees may be either self-funded by the County or fully insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors. Employees may opt-out of medical insurance coverage during each open enrollment period or during a qualifying life event by completing an enrollment form and selecting the “Opt Out” option.

A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.3.1. Medical Insurance Premiums

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

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

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.

2.3.3. Medical Benefits for Part-Time Employees

Eligibility for medical benefits for part-time employees will be determined based on a measurement and stability period as follows:

Employees who have worked an average of 30 or more hours per week in the applicable measurement period pursuant to the Affordable Care Act, will be offered the same medical benefit options as full-time employees for the employee only tier (assessed on an annual basis) for the employee only. Coverage for eligible dependents is available at the employee's expense. Participation is optional for all eligible employees.

2.4. Dental Insurance

The County shall provide dental insurance coverage for eligible employees in one or more dental insurance plans. There shall be a primary dental plan and a dental health maintenance organization (DHMO) plan may also be offered. Such plans may be fully insured or self-insured by the County. The County may also offer a buy-up plan option. The County shall pay the employee-only premium and any increases thereof for the term of this memorandum. Dependent dental coverage is available in any offered plan at the employee's expense.

For plans with orthodontia coverage, the plan will pay 50% of actual costs. The maximum amount of orthodontia coverage is $1200, lifetime, per enrollee.

The maximum annual dental benefit per person in the primary dental plan shall be $3,000.

The DHMO has no annual maximum.

A list of the current County plan offerings is available on the County's website (www.sjgov.org) under the Human Resources Benefits section.

2.5. Vision Insurance

The County shall provide vision insurance coverage for eligible employees. The County may also offer a buy-up option. The County shall pay 100% of the employee-only premium for all vison plans, excluding the buy-up option, and any increases thereof for the term of this memorandum. Any premium cost over the standard plan shall be paid by the employee. 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 in this unit shall be provided with a County-paid term life insurance policy with a face value of $50,000. 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 and thereafter the face value coverage to 100% 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.

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

2.7. Flexible Benefits

Employees in this bargaining unit shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums and reimbursement of eligible dependent care costs and un-reimbursed healthcare expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible plan with an accompanying health saving account, are not eligible to enroll in the flexible benefit program for unreimbursed health care expense under this section. See Section 2.81 Health Savings Account.

2.7.1. 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/year for Employee Only and $1,400/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 a HSA under this section.

2.8. Continuation of Insurance Benefits While On Leave of Absence

When an employee is on an authorized leave of absence without pay, the employee shall be allowed, at the employee's own expense, to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums no later than Monday of the County's pay week. Specific arrangements for such coverage shall be made with the Human Resources Division.

Employees in this unit who are on a protected leave of absence (Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave) retain eligibility for the employer-paid premium amount during the time of protected leave regardless of the number of hours of paid time. To maintain benefits, an employee must pay the employee contribution of the premium.

Employees in this unit who are on an approved unprotected leave of absence, retain eligibility for the employer-paid premium amount during the time of unprotected leave so long as they use at least 41 hours of paid time per pay period.

The employee's share of the premiums shall be deducted from the employee's paycheck, or must be paid directly to the County's Benefit Office no later than the Monday of the County's pay week.

3. LEAVES FROM EMPLOYMENT

3.1. Vacation

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

(a) Hours on payroll equal to # of full continuous bi-weekly payroll periods	(b) Hourly accrual rate	(c) Maximum bi-weekly accrual hours	(d) Approx. hours annual accrual	(e) Maximum accumul. hours
less than 78	.0385	3.080	80	160
78, but less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520 or more	.0885	7.080	184	368

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Each department head shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the department head has final authority to grant or deny such request.

3.1.1. Vacation 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.

3.2. Sick Leave Accrual

Regular 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).

3.2.1. Sick Leave Usage

Subject to the conditions specified in this memorandum, sick leave may be authorized for any of the following reasons:

a. Illness, injury or quarantine of the employee;

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

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

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

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

c. Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.

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

e. An amount sufficient which, when added to an employee's disability benefits received under State Disability Insurance 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 place 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 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.

For the purpose of this section, part-time and temporary employees who accrue sick leave pursuant to HWHFA may use up to six (6) days, or forty-eight (48) hours, of accrued sick leave, per fiscal year. Accrued sick leave must be used in fifteen (15) minute increments up to the maximum amount.

3.2.2. Sick Leave Exclusion

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

3.2.3. 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. An appointing authority shall not require "after the fact" verification.

3.2.4. Sick Leave Conversion

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

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

3.2.5. 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.

3.3. Holidays

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

3.3.1. Regular Holidays

The following days are established as regular holidays for regular employees:

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.

3.3.1.1. 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.

3.3.1.2. Regular Holiday Compensation - Regular Employees

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

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

3.3.1.3. Regular Holiday Compensation - Part-time Employees

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

3.3.1.4. 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.

If the employee's regular holiday accrual is at the 60-hour limit, the employee shall be allowed to roll the time into another leave balance of the employee's choice.

3.3.2. Floating Holidays

The following days are established as floating holidays for regular full time employees:

a. Employee's birthday.

b. February 12 - Lincoln's Birthday.

c. September 9 - Admission Day.

d. The second Monday in October - Columbus Day.

3.3.2.1. Floating Holiday Observance

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

Any regular full-time employee whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section.

3.3.3. Shift Designation

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

3.4. Bereavement Leave

The County shall provide up to five (5) days of bereavement leave to regular employees, and part-time employees who suffer a 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).

Upon hire, regular full-time employees shall be allowed to be absent with pay for three (3) scheduled County work days for each death of a qualifying family member. 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.

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

A qualifying family member is:

a. Spouse or registered domestic partner

b. Child (natural, adopted, stepchild, child of domestic partner, foster, legal ward, or child to whom the employee stands in loco parentis)

c. Parent or parent-in-law (natural, adopted, stepparent, foster parent, legal guardian, or person who stood in loco parentis when the employee or employee's spouse or registered domestic partner was a minor child)

d. Grandparent or great-grandparent of the employee or the employee's spouse or registered domestic partner

e. Grandchild or great-grandchild of the employee or the employee's spouse or registered domestic partner

f. Sibling or sibling-in-law of the employee or the employee's spouse or registered domestic partner

Bereavement leave may be taken intermittently and does not need to be consecutive. The employee must complete the Bereavement Leave 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 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 - California Government Code section 12945.2), 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 MOU.

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

d. 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).

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

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

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

l. 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, or compensatory time off.

3.6. General Unprotected Leave of Absence

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

Employees who take leave under this section are required to use at least 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.

3.6.1. Personal Medical Leave

Medical leave without pay may be granted to probationary or permanent employees by the Department Head. Requests must be submitted with a statement from a California licensed physician stating the nature of the disability and the estimated duration of the disability. A medical leave may be granted for a maximum of one year (extensions may be possible under the ADA or pending disability retirement).

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

3.6.2. Educational Leave of Absence

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

3.6.3. Personal Leave of Absence

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

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

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

3.6.4. 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.

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

3.7.1. State Family Leave

For issues related to illness, this section applies to medical leaves of absence that meet the definition of a "serious health condition" as defined in Section 12945.2 of the Government Code or Section 29 CFR 825.113 of the Family and Medical Leave Act. San Joaquin County will comply with the California Family Rights Act, maintaining all rights and provisions that are permitted by state law.

3.7.2. Federal Family and Medical Leave

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

3.7.3. 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, grandparents, or person who stands in loco parentis may take up to forty (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, regular holiday, or floating holiday time.

3.7.4. Pregnancy Disability Leave

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

Current law provides up to four (4) months of leave for pregnancy disability. Employees may also be eligible for an additional twelve (12) weeks of leave under CFRA Section 3.9.1 of this Memorandum. The County will comply with any state or federal law and reserves any rights of restrictions.

3.7.5. 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 the employee's regular salary.

Employees who are not receiving wage replacement benefits must use available leave accruals to maintain at least forty-one (41) hours of paid time per pay period and must exhaust all available leave accruals prior to taking leave without pay. Use of leave accruals is subject to the requirements of Section 3 of this MOU, to the extent permitted by state and federal law.

3.8. Catastrophic Leave Program

3.8.1. Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by the San Joaquin District Attorney Investigators Association (SJDAIA).

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

b. 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.

c. The employee has received approval for a protected or unprotected leave of absence under Section 3.8 or 3.9.

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

e. 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.

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

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

3.8.2. 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 payroll certs for the next payday.

d. Retain a confidential file of donation authorizations.

3.8.3. Treatment of Donated Time

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

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

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

3.9. Leave for Civil Service Examinations and Interviews

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

3.10. Effect of Re-Employment or Reinstatement on Leave Accrual Rates

A former employee in County service shall not be entitled to accumulative sick leave benefits unless the return to County service is the result of reinstatement within one year of termination of employment or is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.

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

4. COMPENSATION

4.1. Salaries

Unless expressly provided to the contrary by this Memorandum or Board Order, Resolution, or Ordinance, salaries and hourly rates of pay for all additional compensation, including but not limited to supplemental pay, standby pay, callback pay, and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All negotiated salaries shall remain as adopted for the life of this Memorandum unless mutually agreed otherwise in writing.

The County and SJDAIA agree that the parties will negotiate, upon request, the salaries of new classes established as a result of a reclassification of positions.

Effective November 30, 2026, employees shall receive a three percent (3%) cost of living increase and a three percent (3%) equity adjustment to their base salary.

Effective June 28, 2027, employees shall receive a three percent (3%) cost of living increase and a two percent (2%) equity adjustment to their base salary.

Each job classification will be assigned an individual salary grade. Each salary grade will identify the bi-weekly five-step salary range as the established compensation for that class. The current Step 1 salary established for each class will remain the Step 1 salary of the new salary range. Each subsequent step in the new salary range will be 5% more than the preceding step, through Step 5. Any negotiated salary adjustments will be made to the first step in the salary range. Once adjusted, each subsequent step will be 5% more than the preceding step, through Step 5.

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 Worker's Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods. Unless otherwise specified by the appointing authority or the appointing authority's designee, such shift assignment shall be presumed to be scheduled upon assignment for at least four (4) full bi-weekly pay periods.

4.2.2. Special Assignment Supplement

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

4.2.3. Shift Differential

Shift differential shall be $0.75 per hour for p.m. and swing shifts and $0.91 per hour for night shifts.

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

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

4.2.4. Standby Pay

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

Employees, except those in the District Attorney Investigator series designated to respond to Officer Involved Critical Incidents, who perform standby duty, shall be compensated at 20% of their regular hourly rate.

Employees in the District Attorney Investigator series designated to the rotation of standby duty for purposes of implementing the Officer Involved Critical Incident Protocol shall regularly be assigned a take-home County vehicle in lieu of standby pay for as long as the Protocol exists. This will ensure the Investigator's ability to respond immediately. If the protocol agreements should terminate, District Attorney Investigators will be given no less than 30 days notice that take-home vehicles will no longer be provided. Any other standby assignment is eligible for standby pay.

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 grade 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.

Once an employee establishes eligibility for working above class pay in a calendar year, the employee shall retain eligibility for out of class pay for the remainder of that calendar year.

4.2.6. P.O.S.T. Pay

Each pay period, employees will receive the highest of the following supplements for which they qualify:

For employees in this unit on or before January 10, 2012:

Intermediate POST	Advanced POST	Advanced POST with 15 years County Service	Advanced POST with 24 years County Service
3%	11%	12.5%	15%

Up to 14 years of full time POST certified law enforcement experience from other California law enforcement agencies may be used to qualify for the 24 years of San Joaquin County service supplement.

For employees in this unit after January 10, 2012:

Intermediate POST	Advanced POST	Advanced POST with 15 years County Service
3%	11%	12.5%

To receive the POST pay, a copy of the POST Certificate must be submitted and on file with San Joaquin County Human Resources and the employee's department.

4.2.7. Bilingual Pay

Each employee who is designated by the appointing authority and approved by the County Administrator and who has passed a bilingual proficiency examination administered by the Human Resources Division shall receive a bi-weekly supplement of $50.00.

4.3. Paycheck Exceptions

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

All payroll errors resulting in gross pay overpayment, net pay overpayment or granting of other compensation or benefits in error must be repaid to the County. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and compensatory time to repay the County in cases of payroll errors resulting in gross salary overpayment. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked, or misclassification of hours worked.

Accrued annual and holiday leave and compensatory time may not be used to repay the County for net salary overpayments that do not result from gross salary errors. Such errors include, but are not limited to, underwitholding of deductions for employee-paid benefits and taxes.

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.

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

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

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

4.5. Deferred Compensation Contribution

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

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

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

4.6. Severance Pay

Any member of this bargaining unit employed by the County in an allocated position on December 6, 2011, who is laid off from regular County employment or voluntarily accepts a lay off in lieu of another employee shall receive $2,500 in severance pay. The employee may elect to receive the money in lump-sum payment or defer receipt for purchase of eligible insurance benefits through an Internal Revenue Code, Section 125 Plan. To qualify for severance pay, employees are required to sign a waiver and release affirming that, in exchange for their receipt of severance pay, they waive any right to initiate claims against the County pertaining to their employment and the severance thereof.

4.7. Longevity Pay

Employees are entitled to the highest of the following supplements for which they qualify, based on continuous County service as a peace officer.

- 20,800 or more regular paid hours – 1.5% of regular base salary
- 31,200 or more regular paid hours – 3.0% of regular base salary
- 41,600 or more regular paid hours – 6.0% of regular base salary

5. DAYS AND HOURS OF WORK-OVERTIME

5.1. Work Week

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

5.2. Working Hours

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

5.3. Overtime

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

If, in the judgment of a department head or duly-authorized designee, work beyond an employee's normal workday or work week is required, the department head or designee may order such additional work. Except as provided in this Section, employees shall be eligible for overtime compensation when:

a. An employee works in excess of the number of hours in their normal workday except that any part-time employee shall not be eligible for overtime until such employee works at least twelve (12) hours in a day;

b. An employee works in excess of eighty (80) hours in a bi-weekly pay period;

c. An employee whose normal work week is five (5) scheduled eight (8) hour days in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;

d. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (b) and (c) above;

e. An employee is required to work during a lunch period for which the employee does not ordinarily receive compensation.

5.4. Overtime Exception

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

5.5. Callback

5.5.1. Definition

Callback is defined as additional work hours required of an employee who, following completion of the employee's assigned work day, is notified to report back to duty. Contiguous additional work hours, or additional work hours assigned to be worked within one (l) hour after completion of the regular work shift, or additional work hours assigned by the department head or designee which is performed at a time convenient to the employee shall be excluded from the three (3) hour minimum unless such additional work hours are performed on a regular day off.

5.5.2. Compensation

An employee who performs callback shall receive credit for the actual time worked, but not less than three (3) hours credit each time the employee is called back. If an employee is released from the worksite before the three hour minimum is reached and recalled back to work during the three (3) hour minimum the employee is not granted another three (3) hour minimum as the employee would continue working under the first call back three (3) hour minimum. An employee who performs callback shall be compensated for the additional work hours according to the provisions of Section 5.6 if the additional time is deemed overtime.

5.6. Compensation for Overtime

Employees shall be compensated for overtime or additional hours worked in accordance with their Group designation. Employees in this unit are designated as Group 4 employees.

Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked. The decision to compensate in cash or compensatory time off shall be made at the discretion of the Department Head or appropriate designee for all county departments. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the rate of

one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements).

Upon separation from this bargaining unit, any unused accumulated compensatory time shall be cashed out and paid to the employee at the employee's last salary rate.

5.7. Meals and Rest Periods

5.7.1. Rest Periods

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

5.7.2. Meals During Overtime

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

5.8. Alternative Schedules

5.8.1. Alternate Work Hours

The County and SJDAIA shall negotiate, on request; flex time schedules on a department by department basis. Such negotiations shall be conducted between SJDAIA and the County's designated negotiator.

Flex time schedules are those alternate work schedules, including but not limited to a "4-10" plan or a "9-80" plan, which do not violate the Fair Labor Standards Act or Section 5.3. of this memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the County and SJDAIA adopt a memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.

The County and SJDAIA agree that when a written request for flexible work schedules is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

5.8.2. Jury Duty

Any regular 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. Employees who receive a jury summons are required to immediately notify the immediate supervisor.

Any employee who works a rotating shift in a 24 hour facility who receives a summons for jury duty shall request a jury duty deferral until such time that the employee rotates to a day shift. If a deferral is not granted by the Court, the employee shall immediately notify the supervisor to modify work schedule to accommodate jury duty.

5.8.3. Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's County employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the County together with any mileage allowed if the employee uses County-provided transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be on duty and shall be compensated for overtime as provided in Section 5.3. An employee called as a witness in any other matter shall be deemed off duty.

A unit employee called as a witness in a case arising out of and in the course of employment on a day on which the employee normally would not be working the day shift, but is on scheduled vacation, shall be deemed to be on regular duty and shall have the option of working a complete shift. The number of hours worked will not be charged to vacation.

5.9. Reassignment

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

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

6. SALARY ADMINISTRATION

6.1. Salary upon Appointment

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

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

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

6.2. Step Increases

6.2.1. Regular Employees

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

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

6.2.2. Eligibility for Step Increases for Part-Time and Temporary Employees

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

For purposes of this section, if part-time and/or temporary seasonal employees reach the maximum allowable hours on payroll (1,559 hours) prior to the end of the calendar year and the position assignment is identified as on-going, departments will remove the employee from the work schedule until the beginning of the new calendar year in order to maintain unbroken service status.

6.3. Step Increases Withheld

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

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

6.4. Salary Step on Promotion

An employee appointed to a position with a higher salary grade shall have their salary adjusted to the first step of the new grade or to the step in the new grade 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 grade. For the purposes of this Section, pay supplements which are a percentage of base salary (except above-class pay, special assignment pay or supplemental pays that carry over to the promotion class) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new grade. 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 grade change or the employee's position is reclassified to a class having a higher salary grade, 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 grade 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 grade 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 grade, the employee shall receive the salary in the new grade, which is equal to the salary in the prior position, or, if none, the next lower salary in the grade assigned to the new position.

7. PART-TIME EMPLOYMENT

7.1. Definitions of Temporary and Part-Time

In accordance with the definitions set forth in the Bylaws of San Joaquin County Employees' Retirement Association (SJCERA), for purposes of retirement system coverage only, Part-Time employment is defined as:

Part-Time: The status of an employee who is appointed to a position which is less than three quarters time (defined as not more than one thousand five hundred fifty-nine (1,559) hours on payroll in a calendar year). A part-time position is ongoing in nature and anticipated to exceed six months' duration.

Part-time employees who meet the appropriate eligibility criteria may receive health insurance benefits (see Section 2.3.3), Step increases (see Section 6.2.2), and/or holiday pay (see Section 3.3.1.3).

The definition of temporary employment shall be as follows:

Temporary: The status of an employee who is appointed to a position which is either seasonal in nature (not to exceed seven months in a calendar year) and recurs year to year, or who covers peak workloads or regular employee absences (not to exceed nine months in a calendar year) in a position which is not ongoing in nature. Temporary positions are not to exceed one thousand five hundred fifty-nine (1,559) hours on payroll in a calendar year.

7.2. Compliance with Part-Time/Temporary Definitions

The County will provide the Association 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 Association 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.

7.3. Combination of Part-Time Hours

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

8. RETIREMENT

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

8.1. Benefit Tiers and Eligibility

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

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

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

For purposes of SJCERA Membership only, "Permanent Full-Time" is hereby defined as an employee who is on payroll for 1,560 or more hours in a calendar year.

For purposes of SJCERA Membership only, "Part-Time" is hereby defined as an employee who is on payroll for 1,559 hours or less in a calendar year.

8.2. Retirement Formula

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

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

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

8.3. Retirement Age and Service

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

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

8.3.1. Retirement Benefits - Final Compensation Calculation

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 consecutive months elected by the member or, if no election is made, immediately preceding the member's retirement.

As required 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 36 consecutive months designated by the member on the application for retirement, or, if not designated, the period of 36 consecutive months immediately preceding the member's retirement or last separation from service.

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

8.4. 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 or 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.

8.4.1. Retirement COLA Cost Share

In accordance with Section 31873, the contributions required for the normal cost of post-retirement cost-of-living adjustments shall be shared equally between the County and employees who are members of SJCERA.

8.5. Retirement - Sick Leave Conversion

For employees who were employed on or before August 27, 2001, a nominal sick leave credit account, also commonly referred to as a "sick leave bank," 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 or defers such employee's coverage under a County-sponsored group health, dental, or vision insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

The account shall be credited upon the employee's separation with a dollar value based on the total accumulated sick leave hours to be converted to sick leave bank. For purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day. The conversion rate is and shall not exceed $221.24 for each eight (8) hours of accumulated sick leave.

As of the effective date the retired employee is first paid a retirement allowance by SJCERA, the retired employee may use the account to pay monthly premiums for County-sponsored health, dental, or vision plans in which the retired employee and/or their eligible dependents are enrolled, and shall continue until such account is fully depleted, the

employee ceases to be a member of SJCERA, or the retired employee and all of their dependents cease to be enrolled in the plan(s), whichever first occurs.

Employees who separate from employment and assume a deferred retirement status are eligible to enroll in County-sponsored group health, dental, or vision plans, but may not utilize their sick leave credit account to pay for monthly premiums unless and until they retire and receive a monthly retirement allowance from SJCERA.

8.6. Retirement Death Benefits

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJCERA.

8.7. Retirement Information

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

8.7.1. Purchase of Additional Retirement Service Credit

Any employee who is a member of SJCERA and eligible to purchase additional retirement service credit may elect to purchase such service credit in accordance with the provisions of the County Employees Retirement Law, the SJCERA Bylaws, and the policies and procedures applicable to SJCERA members. Any required contributions paid by a member of SJCERA for additional service credit shall become part of the member's accumulated contributions with SJCERA. Any additional liability assumed by or contributions paid by the County because of an employee's purchase of additional service credit 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.

8.8. Safety Member Retirement

Employees in the classifications of D.A. Investigator I and II are Safety Members of 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 memorandum. Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

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

9.2. Driver Training

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

9.3. Educational Reimbursement Program

In accordance with the County's Educational Reimbursement Program, eligible employees 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 shall be $125,000.

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

10. WORKER'S COMPENSATION AND EMPLOYEE SAFETY

10.1. Worker's Compensation

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability payments shall be three (3) days. 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 more than seven (7) days.

Employees who are receiving temporary disability 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 health, dental, vision, and life insurance plan coverage for such employees as if they were on payroll as regular employees.

10.2. Worker's Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising out of and in the course of employment and eligible for Worker's Compensation benefits shall have an automatic leave of absence until a ruling is made that recovery from disability is sufficient to release the employee. In such case, a leave of absence shall be considered canceled when permanent disability is established.

10.3. Safety Equipment

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

10.4. Physical Examinations

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

10.5. Disputes Involving Safety Issues

STEP 1: When an employee or SJDAIA in good faith believes that an employee or employees are being required to work where a clear and present danger exists, the immediate supervisor will be notified. The supervisor will immediately investigate the allegation. The supervisor may check with a higher level of management or a departmental safety coordinator and thereafter direct the employee to either temporarily perform other

duties or proclaim the situation safe and direct the employee to proceed with assigned duties.

If the employee or SJDAIA continues to believe the condition presents a clear and present danger, the employee or SJDAIA may proceed to STEP 2. If the employee believes there is an imminent danger the employee may proceed directly to STEP 3.

STEP 2: When an employee or SJDAIA is not satisfied with the decision at STEP 1, the employee or SJDAIA may submit the issues to the Department Head. The Department Head or designee shall issue a written response to the alleged clear and present danger within five (5) calendar days after receipt of the request to review the issue.

STEP 3: If the employee or SJDAIA is not satisfied with the decision rendered by the department head or designee, or where the employee believes there is an imminent danger, the issues may be submitted to the County Risk Manager. Within five (5) calendar days the County Risk Manager shall respond in writing to the issue.

STEP 4: If the issue is not resolved at the third level of this procedure, the employee or SJDAIA may appeal to the Board of Supervisors who may hold a hearing in accordance with the Complaint Procedure STEP 4 (Section 17) of this memorandum.

The parties shall endeavor to expedite this process. With the mutual consent of the parties, any step of this process may be waived or time extended.

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.

11.1.1. Performance Evaluations and Workload

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

11.2. Probationary Evaluations - Notice

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

11.3. Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their County personnel files. An employee's representative may inspect the contents of an

employee's personnel files upon signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

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

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

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

11.4. Letters of Reprimand

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

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

12. 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. Clothing/Uniform Allowance

Employees in this unit shall receive a lump sum allowance of $1,200 on or about the payday nearest December 1 each year for the cleaning and maintenance of appropriate work attire.

14. LAYOFFS

14.1. Notice

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

14.2. Laid Off Employees

Employees on the reemployment list at the time this agreement becomes effective will be treated as current employees for purposes of section 3.4.3 (Floating Holidays) and section 4.2.8 (P.O.S.T. Pay).

15. SUBSTANCE ABUSE REFERRALS

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

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

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

16. GRIEVANCE PROCEDURE

16.1. Definitions

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules.

Day: Calendar day(s)

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding. See Section 17 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.5 of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

16.2. Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

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

16.3. Filing Deadline

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

16.4. Grievance Processing

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

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the appointing authority or designee. The grievance must be in writing and must be filed within fifteen (15) working days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated; (2) the statement of facts comprising the violation:

(3) the requested remedy. The appointing authority or designee shall have fifteen (15) working days in which to investigate the issues and respond in writing to the grievance. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the grievance must be in writing as specified above.

STEP 3: Within fifteen (15) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the grievance with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the grievance in which to investigate the grievance and issue a written response.

STEP 4: Within fifteen (15) days of receipt of the Step 3 response, or from the date when written response was due, the grievant or representative may appeal in writing, to the Civil Service Commission. The Commission, at its next regular meeting, shall take the request under advisement and may schedule a hearing if requested as soon as practicable. Following any hearing, the Commission shall issue written findings and decisions which shall be final and binding.

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

17. COMPLAINT PROCEDURE

17.1. Definitions

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding.

Day: Calendar day(s)

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules. See Section 16 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.5 of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

17.2. Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

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

17.3. Filing Deadline

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

17.4. Complaint Processing

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

STEP 2: If the complaint is not resolved at Step 1 of this procedure, then the complaint may be filed with the appointing authority or designee. The complaint must be in writing and must be filed within fifteen (15) working days of the response from Step 1 or

from the date when such response was due. The complaint must state: (1) the specific policy, ordinance, resolution, procedure, or agreement which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The appointing authority or designee shall have fifteen (15) working days in which to investigate the issues and respond in writing to the complaint. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the complaint must be in writing as specified above.

STEP 3: Within fifteen (15) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the complaint with the County Administrator or designee. The complaint must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the complaint in which to investigate the complaint and issue a written response.

STEP 4: Within fifteen (15) days of receipt of the Step 3 response, or from the date when written response was due, the complaint may be filed, in writing and containing the information specified in Step 2 above, with the San Joaquin County Board of Supervisors for resolution by means of a hearing, the time and date of which shall be set by mutual agreement of the parties involved.

Prior to submission to the Board, the parties may mutually agree to submit the complaint to a third party intervenor for review and recommendation on the resolution of the complaint, in accordance with Section 6 of the San Joaquin County Employer-Employee Relations Policy. If either party disagrees with the recommendation of the third party intervenor and wishes to have the recommendation reviewed by the Board of Supervisors, the party must submit their request to the Human Resources Division within thirty (30) days after the issuance of the recommendation for scheduling with the Clerk of the Board. If neither party submits a request within thirty (30) days, the recommendation of the third party intervenor shall be considered a final and binding decision on the complaint. The parties shall submit written arguments pursuant to the time frames set forth in the San Joaquin County Administrative Manual, Section 500, Sub-Section 501.1. The Board of Supervisors may adopt, modify or reject the recommendation of the third- party intervenor.

The decision of the Board is final and binding.

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

18. ADVISORY ARBITRATION

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

19. DISCIPLINARY ACTIONS

19.1. Applicability

These procedures are not applicable to temporary, part-time, contract or probationary employees.

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

19.2. Request for Hearing

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

19.3. Rights of Access

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

19.4. Representation

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

19.5. Conduct of Skelly Hearing

The appointing authority, or a designee who has authority to amend the discipline, shall be the hearing officer at the informal “Skelly” hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority, or designee, may determine to uphold, modify, or revoke, the proposed disciplinary action.

19.6. Order of Disciplinary Action

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

19.7. Appeal of Order of Disciplinary Action

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

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

19.8. Part-Time Employee Serious Discipline Appeal Procedure

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

a. Eligibility: Employees designated as "part-time" who have worked a minimum of 1300 hours in the prior calendar year and have a total of 2080 hours of unbroken service (not taken off payroll).

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

   Upon receipt of the request for a review meeting, the County shall provide a statement setting forth the reasons for the serious discipline and the materials supporting the decision. The part-time employee may be represented at the review meeting by a representative of his or her choice.

After completion of the review meeting, the reviewing manager shall determine whether there was a sufficient basis for this serious discipline. The reviewing manager shall then affirm, modify, or revoke the serious discipline in a written decision setting forth the basis for the decision. This decision shall be final, binding and non-appealable.

20. ENTIRE AGREEMENT

Except as otherwise specifically provided herein, the Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the County proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by this Agreement, the County will give the association advance written notice of the proposal and will, upon request of the Union, meet and confer with the association concerning the proposal to the extent provided by law.

DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION

Leticia Ruano
Chief Negotiator

11/2/2024
Date

Misty Springmeyer
Association President

11/2/2026
Date

SAN JOAQUIN COUNTY

Che Johnson
Chief Negotiator

November 2, 2026
Date

Robert Bonner
Interim HR Director

11/2/26
Date

Chuck Flesher
Employee Relations Manager

11/2/2026
Date