

ARTICLE 12 – LEAVE PROVISIONS

Section 12.1 – Personal Business/Belief Day -CCL

Section 12.2 – Sick Leave -CCL

Section 12.3 – Fitness for Duty Examination -CCL

Section 12.4 – Use of Paid Administrative Leave during an Administrative Investigation -CCL

Section 12.5 – Military Leave -CCL

Section 12.6 – Leaves of Absences -CCL

Section 12.7 – Other Family Leave - County TAs to UP dated June 26

Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy and/or County Ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leaves of absence, including leaves provided by Federal or State law, and provides eligibility requirements, guidelines and procedures for paid and/or unpaid leaves of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family and Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County ordinance for a period of up to six (6) months.

a) Parental Leave

1. Length

~~Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. A worker who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.~~

2. Sick Leave Use

~~If, during the pregnancy leave or following the birth of a child, the worker's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.~~

b) Other Family Leave

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~~Upon request, family leave, with or without pay shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, and the County's Family and Medical Leave Policy, for the serious illness of a registered domestic partner, for a period of up to six (6) months.~~

Section 12.8 – Leaves to Perform Jury Duty or to Respond to a Subpoena -CCL
Section 12.9 – Educational Leave and Tuition Reimbursement Fund -CP proposal
June 24 - Union TA to County Proposal on June 26

a) Tuition Re-imbusement and Educational Leave

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

b) CountyWise Classes

One hundred thousand dollars (\$100,000) is hereby allocated in each fiscal year from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 521 represented workers only.

Five (5) workers shall be selected by the Union to participate in the quarterly meetings of the Training Liaison Group.

c) Eligibility

Workers are eligible to participate in the educational leave and tuition reimbursement programs provided:

- ~~The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)~~ If the worker is receiving reimbursement from any other government agency or private source, that amount shall be applied first to the cost of the training tuition. If the reimbursement from all other government agencies and/or private sources does not cover the entire tuition cost, the employee may receive tuition reimbursement from the

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County, subject to the individual (currently \$3,000) and County-wide (currently \$750,000) caps on educational leave and tuition reimbursement.

2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

d) Disapproval

Management may disapprove an application for tuition reimbursement and/or educational leave provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.
3. The County and the Union agree to schedule an expedited grievance arbitration within 30 calendar days of Step II response.

e) Reimbursement

Total reimbursement for each worker participating in the program will not exceed ~~two~~three thousand dollars (\$23,000.00) in each fiscal year. Meals, lodging, and

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transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

f) Deduction Authorization

The worker shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).

g) Make-up Time

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:

1. Failure to successfully complete the course or obtain a passing grade of C or above;
2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
3. Leaving County employment before completion of the course (except if laid off).

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Section 12.10 – In-Service Education Programs -TA to CCL

Section 12.11 – Bereavement Leave -CP Proposal April 20, 2023 – Union TA CP on June 26

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a family member. " Family member" shall mean the child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. Up to forty (40) hours pay shall be granted which will consist of sixteen (16) hours not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

Section 12.12 – State, Federal and/or County Required Continuing Education Fund CP date change June 13, 2023 Union TA to County Proposal on June 26

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State, Federal and/or County required continuing education.

a) General Provisions

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.
2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing

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education courses. There are three eligibility periods. The first is between June 12, 2023 and June 9, 2024. The second is between June 10, 2024 and June 8, 2025. The third is between June 9, 2025 and June 7, 2026. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.

5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) **State, Federal and/or County Mandated Continuing Education Reimbursement**

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.
3. Lodging, travel and other incidentals are not reimbursable under this fund.
4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.12(a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of cost and proof of course completion for required continuing education classes and subject to the availability of funds.
5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

c) **Reasons for Denial**

Management may disapprove an application for reimbursement under this provision provided:

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1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

Section 12.13 – State, Federal, and/or County Required Licensure/Certification Reimbursement -CCL

Only workers whose classifications have mandated State, Federal and/or County licensing and/or certification requirements shall be eligible for reimbursement of costs of the mandated County, Federal and/or State required license and/or certification. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual cost of the licensure/certification no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of cost and proof of receipt showing renewed license/certificate.

~~**Section 12.14 – Education Reimbursement Committee -TA to UP 6/23**~~

~~The County and the Union will meet every six (6) months to review funds under Section 12.9 and Section 12.12 and procedures for encumbering funds under Section 12.9. By mutual agreement, the parties may agree to transfer money between the funds for better utilization and/or change procedures for encumbering funds under Section 12.9.~~

Section 12.154 – Drivers Licenses -CCL

- a) Any worker whose classification includes the requirement to have a Class A or B Commercial Driver's License will be reimbursed as follows:
 - 1) County will fully reimburse the worker for an original Commercial Driver's License or to add an endorsement.
 - 2) County will reimburse the difference between the Class A or B renewal fee and the Class C renewal fee.
- b) It is the expressed understanding of the County and the Union that the County bears no financial obligation for any worker's Class C driver's license fee regardless of whether it is required for the worker's position.

Section 12.165 – Time Off for Career Advancement for County Employment Opportunities -CCL

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