

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COUNTY OF SAN DIEGO  
AND  
THE ASSOCIATION OF SAN DIEGO COUNTY EMPLOYEES  
CONSTRUCTION, MAINTENANCE, OPERATIONS & REPAIR (CM) UNIT**

November 05, 2013- June 22, 2017

**BOARD OF SUPERVISORS**

District 1 - Greg Cox  
District 2 - Dianne Jacob  
District 3 - Dave Roberts  
District 4 - Ron Roberts  
District 5 - Bill Horn

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CONSTRUCTION, MAINTENANCE, OPERATIONS & REPAIR  
(CM) UNIT**

**November 5, 2013 - June 22, 2017**

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**ARTICLE 1. PREAMBLE**

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the Association of San Diego County Employees, hereafter designated as "Association" as the mutual recommendation to the Board of Supervisors of the County of San Diego of those wages, hours, and conditions of employment which are to be in effect during the period 8:00 a.m. on November 5, 2013 through 5:00 p.m. on June 22, 2017 for those employees working in representation units referred to in Article 2, Section 1, hereof, subject to the provisions in Article 19, Implementation.

**ARTICLE 2. ASSOCIATION RIGHTS**

**Section 1. Recognition**

Pursuant to the provisions of the Labor Relations Ordinance of the County of San Diego and applicable State Law, the Association of San Diego County Employees was certified for the CM Unit on July 29, 2013 as the majority representative of County employees in the Construction, Maintenance, Operations & Repair (CM) Unit. The County of San Diego therefore recognizes the Association of San Diego County Employees as the sole and exclusive representative for all classifications in this unit.

The provisions of this Agreement shall be applicable only to employees in classes in the CM Unit.

**Section 2. Payroll Deduction and Association Dues**

In accordance with the rules and regulations of the Auditor/Controller, approved by the Board of Supervisors, it is agreed that Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted by the County from

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

the salary of each employee covered hereby who files with the County a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by the County.

It is not the intent of this Article to alter the current practice of remitting dues and other deductions to the Association as soon as possible after they have been withheld from salaries of employees.

The County will distribute to each new employee entering the unit the following written information:

"The Association of San Diego County Employees, under the provisions of the San Diego County Labor Relations Ordinance, has been declared the bargaining representative for your job classification concerning wages, hours and working conditions that result from meeting and conferring in good faith between the County and the Association. These wages and benefits are contained in the mutual agreement, copies of which will be made available to you by the Association.

An Association representative, during non-duty hours may request to meet with you personally to tell you about the Association in its role as the recognized certified representative for your job classification. Any additional information you may require can be secured by writing or calling the Association, PO Box 82045, San Diego, CA 92138, telephone (877) 922-4303. On the basis of the evaluations you make, the decision is yours."

### Section 3. Maintenance of Membership

- A. However, a member may terminate membership in the month of June during the term of this Agreement by serving notice on the Association or with the Auditor and Controller of the County, that the member desires to terminate his/her Association membership and dues deduction.
- B. The Association agrees to indemnify and hold harmless, the County for any loss or damages or litigation costs resulting from the operation of this Maintenance of
- C. Membership provision. It is also agreed that neither the Association nor any employee shall have any claim against the County for any deductions made or not made, unless a claim of error is filed in writing to the County Auditor and Controller within thirty (30) calendar days after the date such deductions were, or should have been made.



## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

### Section 4. Association Access

- A. Authorized Association representatives may be granted access to work locations including all hospital and health care facilities, areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and working conditions.
- B. Association representatives will comply with the regulations established in this Article. Association representatives shall not interfere with the work operations of any Department or District of the County. Authorized Association representatives desiring such access to work locations shall first request entrance from the appropriate County representative at which time the authorized representative shall inform said County representative of the purpose of the visit. Association representative shall either telephone the appropriate County representative responsible for the district, division or yard, or shall personally contact such County representative upon entering any work location under his or her supervision.
- C. Said County representative may deny access to a work location if, in his or her judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof. If access is denied, the Association representative shall be informed when access will be made available. Such access shall not be more than twenty-four (24) hours, excluding Saturdays, Sundays, and legal holidays, after the time of the Association representative's request, unless otherwise mutually agreed to.
- D. Representatives have the right to meet with employees during coffee, rest, or lunch breaks at County facilities as may be available.
- E. The Association shall notify the Labor Relations Office within seven (7) days of any change of authorized representatives. Access to work locations hereunder will be granted only to representatives on the current list.

### Section 5. Stewards

Purpose: The County affirms the right and recognizes the necessity of the Association to designate employees as stewards. It is agreed by the County and the Association that the purpose of such stewards is to promote an effective relationship between the County and the Association by assisting in settling grievances at the lowest possible level of the grievance procedure or other County problem resolution procedure.

#### A. Stewards

The Association may designate stewards to represent employees in the processing of grievances, appeals from disciplinary actions, performance rating

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

appeals, appeals resulting from denial of Workers' Compensation claims and their formal appeals subject to the following rules and procedures:

1. The Association shall furnish the Labor Relations Office with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by the Association.
2. The Association will designate as a steward only employees who have passed an initial probation period and have been designated as permanent.
3. Alternate stewards shall be recognized as a regular steward only when such regular steward is absent.
4.
  - a. The Association shall be entitled to a steward in each department at each work facility (e.g., County Administration Center, County Operations Center, Courthouse) where there are at least eight (8) employees. Where there are more than twenty-five (25) employees, the Association shall be entitled to appoint one (1) additional steward per each additional twenty-five (25) employees or fraction thereof.
  - b. The Department Head may request to meet with the Association regarding the placement and the number of shop stewards in the department. The placement and number of stewards may be changed by mutual agreement between the Association and the Department Head or designee.
  - c. Two (2) or more departments or work locations may be combined to equal the number of employees necessary to entitle the Association to stewards as provided in 4.a above.
5. The County shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated Association stewards.
6. Limitation on Time Off  

Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general Association business, except for conducting or assisting in scheduled departmental orientations for new employees.

### B. Handling Grievances

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

1. When requested by an employee, a steward may investigate any alleged grievance in his or her assigned area and assist in its preparation and presentation. The steward shall encourage the employee to discuss a problem informally with his/her supervisor prior to filing a formal grievance or appeal.
2. After notifying and receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours (without loss of time or pay) to investigate, prepare and present such grievances or appeals. The immediate supervisor will authorize the steward to leave his or her work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment.
3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) work day, the time limits of the grievance procedure shall be extended for the length of the delay.
4. A steward's interview or discussions with an employee on County time will be handled expeditiously.

### Section 6. Bulletin Boards

The County will furnish adequate bulletin board space at reasonable locations for the exclusive use of the Association. The bulletin boards shall only be used for posting:

- A. Association election materials and election results.
- B. Association official business reports of the Executive Board or Committees, or Stewards' reports and notices.
- C. Association news bulletins and meeting notices.
- D. Association membership benefits, programs, promotional information.
- E. Other written materials which have been approved for posting by the Department.

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

### Section 7. Mail Stop

The County shall provide a mailbox for the Association at the County Mail Center.

This mailbox shall be used only for mail:

1. addressed to the Association or from an officer or member of County management, the Board of Supervisors or Civil Service Commission, or,
2. addressed to an officer or member of County management, the Board of Supervisors or Civil Service Commission from the Association and,
3. which relates to the business with and of the County.

The Association shall not use the County mail service to correspond with a non-member, or Association representative. If the Association receives correspondence via County mail service from such a source, the Association shall inform the source that the County mail service cannot be used for such correspondence.

Communications received at County offices via U.S. mail, UPS, hand delivery, or any other means shall be delivered to addressed Association representatives without reasonable delay.

The mail stop assigned to the Association is O856.

### Section 8. New Employees

1. The Department shall provide the Association with a report of the names and other information covering new employees in this representation unit so that the Association representatives may contact the employees to inform them about the Association and this Agreement.
2. The Department shall notify new employees during formal orientation (when scheduled), that an Association representative is available to make a presentation during the lunch break to all interested new employees covered by this Agreement informing them about the Association and this Agreement and such other information provided by the Association and deemed appropriate by the County.
3. Each party shall bear the per unit cost of printing copies of MOAs for distribution by the respective party to management and employees.

### Section 9. Employee's Appearance for the Association

The County may grant a maximum of sixteen (16) hours time off per month without loss of compensation or other benefits to an employee representative of the Association

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

when attending meetings of the Civil Service Commission, Labor Relations Office, Retirement Board or Board of Supervisors when the agenda for such meetings contains an item which directly affects the Association. Such release time shall be approved at least twenty-four (24) hours in advance by the Association, the Department and the Labor Relations Office. Such approval shall not be unreasonably withheld. No more than three (3) additional employee representatives will be granted similar time off for each appearance when they actually testify before the Civil Service Commission, Labor Relations Office, the Board of Supervisors, or a scheduled meeting between the Association and the County.

### Section 10. Unpaid Association Leave

One (1) employee may be granted up to six (6) months of leave without pay with right to return to work for the Association. This leave must be requested from the Labor Relations Division of the Department of Human Resources and approved by the employee's Department. Requests for this leave shall not be unreasonably denied.

### Section 11. New Employee Orientation

Prior to the lunch break for new employees the County shall introduce Association Representatives to the new employees.

### Section 12. Release Time Procedures

Release time for stewards and/or other employees authorized to participate in activities relating to representation shall require advance approval. Release time shall include reasonable travel time. Mileage will not be reimbursed.

This procedure shall apply to:

1. Grievance handling.
2. Proceedings for appealing Performance Evaluation and/or disciplinary actions.
3. Labor/Management committees for which the employee has been designated as a member.
4. Formal meet and confer meetings with the County.
5. Meetings of the Board of Supervisors, Civil Service Commission, or proceedings under the Labor Relations Ordinance which directly affect employees represented by the Association.
6. Labor/Management meetings convened and approved by the County and the Association.

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

### Section 13. Electronic Communication

The Department will electronically distribute or make available all jointly agreed upon Labor-Management Committee minutes to the employees in the bargaining units of the departments represented.

## ARTICLE 3. NO DISCRIMINATION

In receiving the rights afforded by this Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law because of political or religious opinions or affiliations, or sexual orientation, or because of racial or national origin, or because of age or sex or physical handicap.

## ARTICLE 4. WAGES

### Section 1. Wages

A.

1. All regular employees who have paid service during the October 17, 2013 pay period shall receive a one-time monetary payment equivalent to 2.0% of base pay. This one-time monetary payment shall be paid in the second pay period following Board of Supervisor adoption pay-period or the pay-period following sixty (60) days after adoption by the Board of Supervisors, whichever comes later. Part time employees shall receive a pro-rated amount according to their standard hours.
2. All eligible employees who have paid service during the June 13, 2014 through June 26, 2014 pay period, shall receive a one-time monetary payment equivalent to 2.0% of base pay. Part time employees shall receive a pro-rated amount according to their standard hours.
3. Effective June 26, 2015, all classifications represented in this agreement shall receive a salary increase of 2%
4. Effective June 24, 2016, all classifications represented in this agreement shall receive a salary increase of 2%.
5. In no event shall an employee be entitled to the provisions of A.1 or A.2 above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year or if they are no longer employed on the date of payment.
6. During the term of this Memorandum of Agreement, the County has the non-appealable right to increase compensation for classifications covered by this

ARTICLE 4. WAGES (Cont'd)

Agreement. Prior to implementing any wage increase, the County shall discuss, in a non-meet-and-confer forum, its intentions with the Association.

B. Quality First Program

A "Quality First" performance based team incentive plan in addition to regular wages set forth in the Memorandum of Agreement shall be instituted in County departments. The purpose of Quality First will be to ensure the achievement of quality service and customer satisfaction.

The Quality First program provides up to two percent (2.0%) in temporary incentive pay annually for success in achieving at least two percent (2.0%) savings through the program. To reward a team of employees whose efforts result in surpassing two percent (2.0%) in goals/savings, employees can receive, in a temporary salary adjustment an additional increase on a 50/50 basis (50 cents on the dollar) up to a maximum of four percent (4.0%) in accordance with the following:

<b>SAVINGS</b>	<b>ANNUALIZED TEMPORARY WAGE RATE % INCREASE</b>
<b>Aggregate Amount Saved</b>	<b>Total Potential Employee Payout</b>
2.0%	2.0%
3.0%	2.5%
4.0%	3.0%
5.0%	3.5%
6.0% maximum	4.0% maximum

The Quality First programs shall be at the discretion of the County and shall not be subject to appeal under the Grievance Procedure of this Agreement.

This program shall not result in any negative personnel action, loss of regular compensation, loss of promotion or any other punitive action against an employee or group of employees.

Quality First programs are separate from and in addition to other current discretionary award programs for County employees.

Employee Eligibility Criteria:

To be eligible to participate in the Quality First Program requires that, during each applicable plan year which begins on July 1;

- a. The employee must have begun his/her employment with the County on or before December 31;

## ARTICLE 4. WAGES (Cont'd)

- b. The employee must not have received a sub-standard performance evaluation or equivalent rating; and
- c. The employee must not have received final disciplinary action, which includes any County appeal or County review procedures including the Civil Service Commission. Disciplinary actions are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3 but shall not include written reprimands.

The department will notify the Association when the planning process begins for a Pay for Performance Program. The department will ask the Association to attend and participate in the planning session with employees and managers on the establishment of the goals and objectives of the Program. Such programs will be developed at the department level or other divisional unit. The department may institute Quality First goals and objectives for smaller work groups in conjunction with department Quality First plans. The Chief Administrative Officer will have final approval of all programs.

### C. Direct Deposit of Payroll Warrants

All employees hired on or after July 1, 2001 must maintain valid arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor/Controller. All employees hired on or prior to June 30, 2001 who have not made arrangements for direct deposit of their paychecks via electronic transfer will be grandfathered.

Employees who change financial institutions and/or bank accounts shall advise the Central Payroll Division of the Auditor/Controller, in writing, of the need to cancel the previous authorization and shall concurrently submit a new "Direct Deposit Authorization" form pertaining to the new financial institution/account. Such information must be received by the Central Payroll Division by close of business on the last day of the payroll period in order for the Auditor/Controller to issue a warrant(s) to the employee during the transition period.

## Section 2. Step Plan

### A. Employed before July 1, 1974

Employees as of June 30, 1974, having an appointment as a result of blanketing-in, suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least fifty-two (52) weeks at the respective Step, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class. This provision shall apply as long as the employee has unbroken service, even though he/she may change classification.

### B. Employed July 1, 1974 or subsequently



## ARTICLE 4. WAGES (Cont'd)

Employees employed on July 1, 1974 or subsequently, having an appointment as a result of suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least 26 weeks at Step 1, or at least fifty-two (52) weeks at Steps 2, 3, or 4, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class.

Employees hired or promoted on or after November 5, 2013, having an appointment as a result of suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least fifty-two (52) weeks at the respective Step, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class.

- C. Employees covered by this Agreement may not advance to the next higher step if, for the preceding performance rating period, the employee's overall performance was rated at a below standard level (i.e., unsatisfactory, improvement needed).

Employees may advance to the next higher step if, for the preceding performance rating period, the employees' overall performance was rated standard or higher.

An employee who has received a below standard rating shall receive, if requested by the employee, a supplemental appraisal midway through the employee's next appraisal cycle. Pursuant to Civil Service Rule 5, this supplemental appraisal shall be dated from the date of the previous rating period and will adjust the beginning date of the next appraisal. The administrative appeal process set forth in the Civil Service Rule 5.1.6 shall be available to employees who have been rated below standard and thereby denied a step increase. If the employee receives a standard rating on the supplemental evaluation, he/she will receive his/her step increase effective the first day of the first pay period following such evaluation.

- D. Variable Entry

The County has the right to:

1. Determine which class(es), if any, shall be designated "variable entry";
2. Implement such determinations as the County deems advisable.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

### Section 1. Hours of Work

This section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period.

A. Work Day

The standard work day shall be eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day.

B. Work Period

The standard work periods shall be as follows:

1. For FLSA-covered classes, the standard work period is seven (7) consecutive days within which is included two (2) consecutive days of rest in a seven (7) consecutive day period. This work period shall be forty (40) hours, except as provided herein.
2. For FLSA-exempt classes, excluding "grandfathered" incumbents (as of 1/15/87) the standard work period is fourteen (14) consecutive days within which is included four (4) days of rest (two (2) instances of two (2) consecutive days rest, each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

These standard work periods shall apply to both full and permanent part-time employees.

C. Twenty-Four Hour Operations

Employees who report to work on shifts which begin in one calendar date and end in the next shall be compensated for the entire shift for the date the shift begins. Shifts shall not be scheduled to include split shifts, except in temporary emergency situations.

A minimum of eight (8) hours of rest will be provided between the end of one shift and the beginning of a new shift.

D. Changes

The hours of work of the office or facility shall be established by the appointing authority and may be changed to meet operational or other requirements upon fourteen (14) calendar days notice to the affected employees.

Where work schedules are regularly and routinely used, such schedules shall be posted in plain view at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

### E. Shift Preference

An employee who wishes to change to a different shift within his/her facility and department may submit such a request in writing to the department's personnel section or to his/her supervisor. "Shift" is defined as one segment of a 24-hour facility work day. Such requests will be considered by management prior to filling a vacancy in the employee's class on the desired shift. In the event two or more employees are equally qualified to transfer to a vacant shift, and desire to do so, the employee with the most seniority in the department shall prevail. Seniority in this instance is defined as longest continuous service in the class in the department.

In the event two or more employees having the same length of service in the class in the department desire the vacant shift, the tie shall be broken by overall County seniority.

However, it is understood that these provisions in no way prevent management from making administrative changes in personnel or shift assignments, to meet operational requirements, on the basis of employee qualifications and without regard to seniority. Administrative changes implemented by the department are within the sole discretion of the department.

### F. Site Preference

The site preference provision shall not apply within the Department of Parks & Recreation.

An employee who wishes to change to a different site within his/her department may submit such a request in writing to the department's personnel section or to his/her supervisor. "Site" is defined as a worksite geographically removed from the employee's current work site. Such requests will be considered by management to fill a vacancy in the employee's class at the desired site. An employee whose site transfer request is denied shall be responded to in writing. In the event two or more employees are equally qualified to transfer to a vacant position at the new site, and desire to do so, the employee with the most seniority in the department shall prevail. Seniority in this instance is defined as the longest continuous service in the class in the department.

In the event two or more employees have the same length of service in the class in the department, this tie shall be broken by overall County seniority. In cases of employees having the same hire date, the employee with the earliest request date shall receive the site assignment.

However, it is understood that these provisions in no way prevent management from making administrative changes in personnel or site assignments to meet operational requirements on the basis of employee qualifications and without

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

regard to seniority. Administrative changes implemented by the department are within the sole discretion of the department.

### G. Job-Sharing/Part-Time Requests

Employees may request to participate in job-sharing or become permanent part-time employees. Such requests are to be presented to the employee's immediate supervisor and the appointing authority. The Department of Human Resources voluntary transfer list may also be utilized by employees, especially those interested in job-sharing or permanent part-time positions in other departments.

## Section 2. Overtime Work and Compensation

- A. This Section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.
- B. Full-time and permanent part-time employees' overtime is authorized or ordered work, actually worked by an employee, which is in excess of the full regularly scheduled work period, as defined in Article 5, Section 1.B.1 and 1.B.2 of this Agreement. No full-time or permanent part-time employee will be paid overtime unless he/she actually works more than the total number of hours in the full (40, 80 or more) work period as defined hereinabove. The appointing authority shall assure that all overtime is distributed in a fair and equitable manner.
- C. Employees will be given as much notice as possible when working non-emergent overtime.

### Irregular Schedules

For employees in exempt classes, (overtime designator "E"), when a mutually-agreeable irregular work schedule is adopted as the employee's routine work

schedule, and such schedule results in the employee working more, or less, than forty (40) hours in a week, but which schedule totals eighty (80) hours in a biweekly pay period, the hours worked in the weeks which exceed forty (40) hours shall not be considered overtime in accordance with the definition of work period hereinabove.

### Computation of Overtime

Computation of overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

all differentials or bonus rates to which the employee would be entitled for the overtime work performed.

### Exclusion of Leave from Hours Actually Worked

Notwithstanding any other policy, practice, rule, regulation or Memorandum of Agreement provision (except Section 3, "Call-Back Work") to the contrary, any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, jury duty, reporting for a draft board, compensatory time off or the investigation, preparation or presentation of a grievance, or other release time granted for an employee to engage in lawful employee organization activity, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation.

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code established for the employee's class. The decision to pay for overtime worked in cash or compensatory time off shall be at the reasonable discretion of the appointing authority. Employees may request in advance their preference for cash or compensatory time off. The appointing authority shall grant the request if it meets the operational and/or funding needs of the Department. The decision of the Appointing Authority or Designee is final. An employee shall not be denied overtime opportunities due to requested preferences made pursuant to this section.

Employees shall have their overtime hours computed as follows:

- Code "N"  
(FLSA Covered) – Employees covered by FLSA are eligible for overtime at time and one-half cash or compensatory time off.
  
- All employees – All employees are eligible for a minimum of three (3) hours call-back overtime at time and one-half cash or compensatory time off (4.5 hours).
  
- Code "E"  
(FLSA Exempt) – Employees exempt from FLSA are eligible for straight cash or compensatory time off.

Appendix "B" of this Agreement sets forth the overtime codes for each class.

The decision to pay for overtime in cash or compensatory time off shall be at the discretion of the appointing authority.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

### D. Accrual of FLSA and Non-FLSA Compensatory Time Off

When an employee is allowed to accumulate FLSA and non-FLSA compensatory time off, such accruals shall be limited to a maximum of one hundred and twenty (120) hours of FLSA compensatory time and forty (40) hours of non-FLSA compensatory time at the beginning of a biweekly pay period. Balances which exceed forty (40) hours for non-FLSA compensatory time will automatically be reduced to forty (40) hours.

Employees will be given the opportunity to take off accumulated compensatory time before exceeding forty (40) hours or having their accumulation reduced. When granting compensatory time off, the appointing authority will give consideration to the desires of the employee.

An employee shall have fifteen (15) working days advance notice before being required to take FLSA or non-FLSA compensatory time off. This 15-day notice shall not apply to departments headed by elected appointing authorities unless approved by said elected appointing authorities.

An employee, who has reached eighty percent (80%) of the maximum accrual limit of compensatory time off, may request the appointing authority to pay off a specified amount of FLSA "N" coded) compensatory time which was earned and credited while actually working in an overtime status. When pay off is approved by the appointing authority, it shall be paid on an hour for hour basis at the employee's current rate.

Employees who are laid off shall receive compensation for unused compensatory time (See: Article 10, Section 4.I -"Cash in Lieu of Compensatory Time Off") earned after April 15, 1986 in an FLSA-covered status. Such compensation shall not exceed one hundred and twenty (120) FLSA hours or forty (40) non-FLSA hours.

If an employee transfers for any reason other than discipline or demotes in lieu of layoff to a classification whose maximum allowable accumulation of compensatory time off is less than that of this Section (120 FLSA or 40 non-FLSA hours), such employee shall be given a one-year period after such transfer or demotion to reduce accumulated compensatory time off to the lower maximum accumulation.

All unused compensatory time will be paid off in the event of death of the employee.

### E. Residential Care Facilities

Employees employed in a County hospital or facility primarily engaged in the care of persons who are sick, the aged, or the mentally ill, which persons reside

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

on the premises may be compensated at a rate not less than one and one-half times (1½) the regular rate for any work actually performed in excess of eight (8) hours in any workday and in excess of eighty (80) hours in a fourteen (14) consecutive day work period.

### Section 3. Call-Back Work

#### A. Call-Back Definition

Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work.

To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site.

Exclusions: Neither changes in a shift or work schedule when at least fifteen (15) hours advance notice is given, nor service performed on a regular standby shift, or from a voluntary listing on an available list (Section 5) shall constitute call-back work.

Compensation: An employee who is called back, as defined above, shall receive a minimum of three (3) hours time at either time and one half (1½) pay or comp time at time and one-half (1½) for a minimum of three (3) hours. The decision to pay for overtime worked in cash or compensating time off shall be the sole discretion of the appointing authority, and is non-appealable by the employee. Paid leave shall not affect compensation for hours actually worked in excess of three (3) hours and not a part of a regular work shift for covered or exempt employees called back during a work period (pursuant to Section 2.B above). Actual work performed in excess of three (3) hours and not part of a regular work shift shall be compensated as overtime in the same manner such employees (covered or exempt) receive scheduled overtime compensation.

#### B. Services Performed at Place of Contact

An employee contacted by the department during his/her off duty hours and required to perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the department to perform such services.

#### C. Court Call-back

Call-back shall also include an order to appear before a court where the employee is representing the County and not on his/her regular shift.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

- D. Upon mutual agreement between the employee and the appointing authority, call-back overtime hours actually worked may be used to delay the start of the next work day.

### Section 4. Standby Duty Compensation

#### A. Standby Duty Defined

Standby duty means that an employee is assigned to specific hours outside the normal workweek assignment, during which the employee must remain where such employee can be contacted by telephone, ready for immediate return to work to perform an essential service.

#### B. Standby Positions Designated

The Chief Administrative Officer must approve the designation of all Standby positions.

- C. Standby duty shall not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform actual service. Employees assigned to standby shall not be entitled to call-back work compensation, unless otherwise provided under the call-back provisions.

#### D. Standby Compensation

Employees shall be paid the equivalent of one hour's compensation for each normal standby shift, provided such shift is not longer than the employee's normal workday. A normal workday is defined as at least eight (8) hours. Standby compensation shall be made for only those employees occupying positions designated as Standby in accordance with Section 4.C hereof.

### Section 5. Available Time

#### A. Available Time Defined

Available time means that an employee has requested to be considered for hours of work in addition to his/her routine work schedule during which such employee can be contacted by telephone for immediate return to duty to perform an essential service.

- B. Available time shall not count as time worked, except to the extent that an employee is required to, and does perform actual service. Such time performing actual service shall be compensated at the employee's regular overtime rate.

### Section 6. Non-Routine Shift Change Compensation



## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

Where employees are scheduled in advance for a specific shift and specific days off for any biweekly pay period and it becomes necessary for management to change such a shift or day off to meet operational needs or cover for unscheduled absences, an employee whose schedule is changed with less than fourteen (14) calendar days notice shall receive a thirty-five dollar (\$35) premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee's right to the call-back or overtime provisions of this Memorandum of Agreement.

### Section 7. Shift Differential

- A. Employees shall be entitled to second (night) shift differential. Such second shift differential shall be fifty-five cents (\$.55) per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Second shift differential shall be paid to an employee who is assigned to an established second (night) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00 a.m.
- B. Employees shall be entitled to third (graveyard) shift differential. Such third shift differential shall be fifty-five cents (\$.55) per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Third shift differential shall be paid to an employee who is assigned to an established third (graveyard) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00 a.m.

This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

### Section 8. Temporary Assignment Compensation

Upon written request of an appointing authority, prior to assignment (or in an emergency within five (5) working days thereafter), the Director, Department of Human Resources, may approve a temporary advancement of a qualified employee, whose merit, skill and ability will be considered, assigned to perform the duties of a class which is or should be compensated at a rate higher than such employee's class when such position is temporarily vacant or the incumbent is absent therefrom. The assignment must be for over two (2) weeks but not over twenty-six (26) weeks.

Employees on temporary assignments after two (2) weeks will be compensated from the first day of appointment. When an employee is assigned to a temporary advancement status, he/she will remain in his/her current class but shall be paid a bonus rate which shall be the difference between the rate of compensation of his/her current class and that of the temporary vacant class.

It is hereby affirmed that a temporary assignment will not be rotated between employees to avoid the proper application of temporary assignment compensation.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

Further, allegations by an employee regarding assignment of duties above the level of the employee's classification may be appealed pursuant to Section 12.5, "Employee Request For Classification Review," of the Civil Service Rules.

### Section 9. Computation of Premiums

Work premiums designated as bonus rates and which are stated as a percentage, shall be added to the employee's basic hourly rate of compensation. When more than one premium is applicable, each premium shall separately be added to the employee's basic hourly rate. Premiums shall not be pyramided or compounded.

Work premiums designated as biweekly dollar amounts shall be added in a lump sum to the employee's biweekly compensation without regard for the employee's basic hourly rate.

### Section 10. Bilingual Premium

Compensation for Bilingual Ability. Upon assignment to a position which has been determined to require bilingual skills, a qualified employee is entitled to receive bilingual premium. In order to ensure an adequate level of bilingual proficiency, the Department of Human Resources may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is forty dollars (\$40) biweekly; fifty cents (\$0.50) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is twenty dollars (\$20) biweekly; twenty-five cents (\$0.25) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in a second language.

For purposes of terminal pay, bilingual premium shall not be computed in the employee's base wage rate.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

Section 11. Assignment Premiums

The premium compensation set forth in this Section shall apply to time worked and shall not apply toward paid time off or to terminal pay off.

A. Certain Equipment Operators

1. Employees in classes listed below shall be paid a fifty cent (\$0.50) per hour premium while tree trimming. The department will determine which tasks are appropriate to earn the premium. These tasks may include but not be limited to: Tasks requiring the wearing of personal protective equipment and requiring the use of chainsaws.

6023 – Road Maintenance Worker  
6035 – Equipment Operator  
6036 – Senior Equipment Operator  
6345 – Senior Parks Maintenance Worker  
6347 – Parks Maintenance Worker  
7518 – Public Works Trainee  
7540 – Construction and Services Worker

2. Employees in classes listed below shall be paid a twenty-five cents (\$0.25) per hour premium while operating a motor sweeper.

6023 – Road Maintenance Worker  
6035 – Equipment Operator  
6036 – Senior Equipment Operator  
7001 – Airport Technician  
7518 – Public Works Trainee  
7540 – Construction and Services Worker

- B. Any employee in the San Diego Construction, Maintenance, Operations and Repair Unit who is required to work a 12-hour shift when clearing snow from roads and is required to remain at the work area during the 12-hour off-duty hours, shall be paid three (3) hours pay for each such 12-hour off-duty period.

Section 12. Work Location Premiums

- A. Delivery Vehicle Driver, Class 7516, who is assigned to routinely perform his/her duties during a regularly scheduled work week at a work location designated below as remote, shall receive twenty-five cents (\$0.25) per hour in addition to base rate compensation per Appendix "A." Employees who live in County-owned

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

housing at the locations designated below or who reside within twenty (20) miles of these locations shall not be eligible to receive this premium, except for those employees who were receiving this premium on or prior to June 25, 1981.

Camp Barrett

- B. Employees in classes designated below who occupy positions which are assigned to institutional work locations and who are assigned to a work station located within the specified institution, facility, locked ward or unit, or other specifically identified site, as the employee's principal work station, shall receive additional compensation of approximately five percent (5%) above their regular base pay rate for such assignment. This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

<u>Institutional Work Locations</u>	<u>Classes/Principal Work Location Therein</u>
1. Health & Human Services Agency	7030 – Senior Custodian
• Edgemoor	
• San Diego County Psychiatric Hospital	7035 – Health Care Agency Housekeeper
• Sheriff's Detention Facilities	7036 – Senior Health Care Agency Housekeeper

Section 13. Asbestos Handling Certification Bonus

A one-time certification bonus of twenty-five dollars (\$25) will be paid upon completion of certification by Department of General Services, Facilities Services Division, for proficiency and competency in the use of respirator and protective clothing, maintenance of the equipment, and training in the maintenance and handling of asbestos. Certification will require approximately twenty-four (24) hours of instruction to qualify. Only permanent employees can qualify for the bonus. Cost of training will be the responsibility of the County.

Section 14. Asbestos and Lead Paint Abatement

Employees assigned to asbestos and/or lead paint abatement shall be compensated one dollar (\$1) per hour for each hour engaged in such assignment or work. This premium shall be paid for time worked only.

Section 15. Inmate Supervision

Eligible employees, as designated by the Appointing Authority, in eligible classes listed below, shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for the supervision of Sheriff's inmates. This premium shall not apply toward paid time off or terminal payoff. This premium shall only apply to time worked.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUESES (Cont'd)

### Eligible Classes:

- 7030 – Senior Custodian
- 7070 – Wastewater Plant Operator II
- 7515 – Stores Delivery Driver
- 7516 – Delivery Vehicle Driver

### Section 16. Locked Facilities Premium

Eligible employees in the classes listed below shall be compensated an additional twenty-five cents (\$0.25) per hour for each hour actually worked in a locked facility in the Sheriff's Department. This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

### Eligible Classes:

- 7030 – Senior Custodian

## ARTICLE 6. PAID LEAVES

### Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

1. Independence Day shall be observed on July 4
2. Labor Day, First Monday in September
3. Veterans Day, November 11
4. Thanksgiving Day, Fourth Thursday in November
5. Day after Thanksgiving, Fourth Friday in November
  
6. Christmas Day, December 25
7. New Year's Day, January 1
8. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February
10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May

In addition, any other day of national mourning or celebration provided that it has been proclaimed by the Board of Supervisors and provided that the Board directs the closure of all County offices for public service which are normally closed on holidays. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed by the Board.

#### A. Floating Holiday Bucket

In lieu of Admissions Day and the employee's Birthday Holiday, all employees who have paid service in Payroll 02 shall be entitled to one-fifth (1/5) the employee's regularly scheduled biweekly hours, not to exceed sixteen (16) hours

## ARTICLE 6. PAID LEAVES (Cont'd)

of floating holiday time. This time may be taken beginning in Payroll 03 at a time agreeable to both employee and the appointing authority.

An employee may accumulate a maximum balance of twenty-four (24) hours of floating holiday time. Any balance that exceeds twenty-four (24) hours will automatically be reduced to the 24-hour maximum accrual limit.

These holidays are not subject to terminal leave pay.

### B. Eligibility for Holidays

Only employees paid at a biweekly rate are entitled to paid holidays. Employees who are on paid status the entire work day before as well as the entire work day after a holiday shall receive compensation for eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

### C. Compensation for Holidays Worked

1. For working on a holiday on an employee's regularly scheduled day, employees working in a class designated to receive cash payment for overtime at one and one-half (1½) times their hourly rate, or in a class eligible to receive overtime premium compensation, shall earn, for each hour of the holiday worked, compensatory time off equivalent to the number of hours actually worked but not to exceed one tenth (1/10) the number of hours in that employee's normal biweekly pay period. In addition, such employees shall receive cash compensation at one-half (½) time rate for the number of hours compensatory time off was earned. Hours in excess of one-tenth (1/10) of the number of regularly scheduled hours in the employee's biweekly pay period shall be compensated pursuant to Article 5, Section 2, Overtime Work and Compensation.
2. For working on a designated holiday that falls on an employee's regularly scheduled day off, employees working in a class designated to receive cash payment for overtime at one and one-half times their hourly rate, or in a class eligible to receive overtime premium compensation, the employee shall receive cash at the rate of one and one-half times for all hours worked not to exceed one-tenth (1/10) the number of regularly scheduled hours in the employee's biweekly pay period. Hours in excess of one-tenth (1/10) of the number of regularly scheduled hours in the employee's biweekly pay period shall be compensated pursuant to Article 5, Section 2, Overtime Work and Compensation.

## ARTICLE 6. PAID LEAVES (Cont'd)

3. For working on a holiday, those employees in a class not designated pursuant to Paragraph 1 shall earn compensatory time off equivalent to the number of hours actually worked but not to exceed one-tenth (1/10) the number of hours in that employee's normal biweekly pay period.

### D. Holiday Occurring on a Scheduled Day Off

Except for holidays occurring on a Saturday or Sunday, if a holiday falls on an employee's regularly scheduled day off, the employee will receive the equivalent of one-tenth (1/10) the number of regularly scheduled hours in the employee's biweekly pay period. Sunday holidays will be observed on Monday. Saturday holidays will be observed on Friday.

### E. Extended Shift Compensatory Time

Employees who work in excess of sixteen (16) continuous hours in a shift shall accrue compensatory time, in addition to other compensation authorized for such work, at the rate of one-half ( $\frac{1}{2}$ ) hour for each hour continuously worked in excess of sixteen (16) hours. The accrued hours of compensatory time shall be subject to provisions of Article 5. Hours of Work, Premiums and Bonuses except that payment in cash in lieu of accruing the compensatory time is not authorized.

### F. Holiday Compensation - Twenty-Four Hour Operations

Employees regularly assigned to work shifts in 24-hour operations (Article 5, Section 1.C and E.) will not receive holiday compensation on the "Friday before" or the "Monday after" the Christmas Day or New Year's Day holidays when these holidays fall on Saturday or Sunday.

Instead, the employees, who are assigned to work shifts on December 25 and January 1, will receive holiday compensation pursuant to Section 1.C. 1 and 2 above on those dates. For employees who do not work on December 25 and January 1 because these holidays fall on the employee's regularly scheduled day off, these employees shall not be covered by Article 6, Section 1.C, but will receive the equivalent of one-tenth (1/10) the number of regularly scheduled hours in the employee's biweekly pay period.

## Section 2. Vacation

### A. Eligibility

ARTICLE 6. PAID LEAVES (Cont'd)

To earn vacation credit, or become entitled to take vacation, an employee must be paid at a biweekly rate.

Where the rate of pay of an employee is changed to an hourly, per diem, per clinic, per license issued or any other rate of pay other than a biweekly rate, such employee shall not be entitled to any vacation and shall discontinue earning vacation credit. Such employee shall be paid the monetary value of all his/her unused vacation credit and for any vacation earned but not yet credited to him/her at the time of the change in his/her rate of pay.

An employee's vacation earned becomes available for use as it is accrued, and may be used in the payroll period following the payroll period in which it was earned.

However, no vacation credits shall be eligible for terminal payment until the employee has completed a minimum of one year (twelve (12) months) of continuous paid service in his/her current employment except when the separation is because of layoff.

B. Earnings

Eligible employees earn vacation credit as follows:

<b>Years of Continuous Service During Present Employment</b>	<b>Vacation Credit For Each Hour of Regularly Scheduled Paid Service</b>	<b>Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)</b>
Less than 5	Exact decimal equivalents are set forth in Compensation Ordinance Section 4.2.1	80 hours/10 work days
5 to 15		120 hours/15 work days
15 or more		160 hours/20 work days

The rate of earned vacation shall be changed at the beginning of the pay period following entitlement to such change. Vacation credit is accrued and may be used in tenths of hours.

When an employee is reinstated after layoff or disability retirement, the continuous service date held immediately prior to the layoff or disability shall be used for vacation computation.

Paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be charged as vacation except that when the eligible employee is paid the monetary value of vacation or granted pre-retirement terminal vacation such paid holidays shall be charged as vacation.

C. Granting Requests, Schedules



## ARTICLE 6. PAID LEAVES (Cont'd)

The appointing authority determines the time and duration of vacation taken by the employee. Therefore, the advance consent of the appointing authority is required to be obtained by an employee prior to using vacation.

The appointing authority shall endeavor to respond as soon as possible to an employee's written request for vacation but not later than thirty (30) days from the date the request is submitted.

Vacation schedules shall be arranged with particular regard to the needs of the service, and, so far as possible, with the wishes of the employee.

### D. Maximum Allowable Accumulation

Effective January 10, 2002:

1. The balance of an employee's vacation credits of record (including vacation earned but not credited); hereinafter "accumulation" shall not exceed an amount equal to twice the annualized current vacation earnings rate of the employee. This is the employee's "Maximum Balance."
2. In any payroll period, an employee shall earn vacation equal to the lesser of:
  - a. The amount specified in Section 2.B above; or
  - b. The amount of earnings necessary which, when added to the employee's existing accumulation, will cause the accumulation to equal the employee's Maximum Balance.
3. If, at the end of any payroll period, an employee's accumulation equals or exceeds the employee's Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.
4. The County shall provide one-time notification to employees who have reached eighty percent (80%) of their Maximum Balance. Employees who subsequently reduce their balance below eighty percent (80%) will be notified again on a one-time basis upon reaching eighty percent (80%) of their Maximum Balance.

### E. Vacation Credit Paydown

An appointing authority may authorize a portion of an employee's vacation credits to be converted to a cash payment under the following circumstances:

## ARTICLE 6. PAID LEAVES (Cont'd)

1. The employee's vacation balance has exceeded an amount equal to eighty percent (80%) of his/her Maximum Balance; and
2. The employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance; and
3. The employee has used one-half (50%) of his/her authorized annualized vacation accrual for the period inclusive of Payroll 07 of the previous fiscal year and Payroll 06 of the current fiscal year; and
4. The employee has requested, and been denied, use of vacation prior to reaching his/her Maximum Balance.
5. The paydown shall be limited to an amount which will leave a remaining balance of no less than seventy-five percent (75%) of the Maximum Balance.
6. When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

### F. Extraordinary Work Load Exception

Notwithstanding Section 2.E.3 above, an employee who is assigned to a major project or significant workload for which the project or work related activities extends over twelve (12) continuous months or more and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section 2.E above.

### G. Vacation Credits at Separation from County Service

At the time an employee is separated from the County service, the monetary value of all vacation entitlement shall be paid. An employee retiring from County service may be granted a terminal vacation in lieu of being paid its monetary value. An employee on terminal vacation shall not earn any vacation credit.

When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any

## ARTICLE 6. PAID LEAVES (Cont'd)

biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

### Vacation Credits

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including unused vacation) of those employees who have reached the age of fifty-five (55) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

#### H. Injury Leave Exception

Notwithstanding Section 2.E.3 above, an employee who is on injury leave as defined in Section 5 below for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash pay payment as described in Section 2.E above.

#### I. Anti-Terrorist Campaigns Leave Exceptions

An employee who is on Anti-Terrorist Campaign Leave in support of Operation Enduring Freedom and is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to cash payment as described in section E above and notwithstanding subsection 3 and subsection 4 with the approval of the appointing authority and the Director of Human Resources.

### Section 3. Bereavement Leave

Bereavement leave is paid leave which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined below.

#### A. Eligibility

Only biweekly rate employees on paid status shall be eligible for paid bereavement leave.

#### B. Amount of Leave

## ARTICLE 6. PAID LEAVES (Cont'd)

Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family. Also, an employee shall be entitled to use two (2) days of sick leave as bereavement leave.

### C. Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandmother, grandfather, grandchild, parent, stepparent, mother-in-law, father-in-law, or any person serving as a parent, or who has served as a parent, or any other person living in the same household as the employee.

### Section 4. Sick Leave

Sick leave is paid leave earned and granted to an eligible employee for absences from work caused by personal illness or injury, for emergency or routine medical or dental appointments, and for reasonable travel time to and from health care facilities. An employee who is incapacitated for work because of pregnancy may be granted sick leave upon presentation of satisfactory evidence from a physician verifying the incapacity.

An employee may also be granted up to a maximum of eighty (80) hours of paid sick leave in a twelve (12) month period for the purpose of caring for a member of his/her immediate family (as defined in Section 4.C. below) who is ill or injured. In addition, if the employee requests paid sick leave in excess of eighty (80) hours in order to care or arrange care for a member of his/her immediate family who is critically or terminally ill, additional sick leave is available to the employee when granted by the appointing authority upon receipt of satisfactory verification from a physician.

#### A. Eligibility

Employees eligible to earn sick leave are those employees who are paid at a biweekly rate, and who have regularly scheduled paid service of not less than one-half (½) of the standard eighty (80) hour pay period.

#### B. Earnings

Eligible employees shall earn sick leave credit at the rate of five percent (5%) of the employee's regularly scheduled hours per pay period. The hour/day approximate equivalent sick leave accrual for full-time employees over one year (26 pay periods) is one hundred and four (104) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth (1/10) of one hour, up to a maximum of four (4) hours, at the beginning of the pay period following the one in which it was earned.

## ARTICLE 6. PAID LEAVES (Cont'd)

Paid holidays immediately preceding, immediately following, or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

### C. Definition of Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, or any person serving as a parent, or who has served as a parent, or any other person living in the same household as the employee.

### D. Use of Sick Leave

Sick leave is available the first day of the pay period following the pay period in which it was earned, and is taken in units of one-tenth (1/10) of one hour. Use of sick leave is subject to the approval of the appointing authority. Upon request of an employee, the appointing authority may allow the substitution of three (3) or more days of sick leave for paid vacation, provided the employee furnishes a doctor's statement or other satisfactory evidence that the employee was ill or injured for three (3) or more consecutive days.

### E. Request for Sick Leave

Each request for sick leave shall set forth the reasons for the request and such further information as may be required. Each request for more than five (5) consecutive work days of sick leave shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

Upon request of the appointing authority, an employee shall be required to provide the above-described verification of the proper use of sick leave at any time prior to the expiration of five (5) consecutive work days, if the appointing authority has good cause to require such earlier verification and has so informed the employee.

### F. Compensation for Unused Sick Leave

1. Employees who enter County service after July 1, 1979, shall not be eligible for compensation for any of their unused sick leave credits.
2. An employee with ten (10) or more years of continuous service during that employee's present employment who retires, voluntarily terminates, dies, discontinues earning sick leave credits by reason of that employee changing from being paid at a biweekly rate, is elected to County Office, or

ARTICLE 6. PAID LEAVES (Cont'd)

is laid off, shall be paid twenty-five percent (25%) of that employee's accumulated sick leave credits. An employee who received such compensation shall have no right to restoration of any sick leave credit upon return to County service.

3. Employees who earned County service prior to July 1, 1979, and in accordance with the above provisions, shall be compensated for their unused sick leave credits as determined by the following payout ranges:

\$ 11,001	to	\$ 12,000
10,001	to	11,000
9,001	to	10,000
8,001	to	9,000
7,001	to	8,000
6,001	to	7,000
-0-	to	6,000

Cash payout for unused sick leave credits shall not exceed the upper limit of the range at which the employee's unused credits lie as of June 28, 1979.

4. Sick Leave

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including sick leave, if applicable) of those employees who have reached the age of fifty-five (55) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

- G. Conversion of Sick Leave Credits to Retirement Service Credit

Upon retirement, deferred retirement, disability retirement from County service, or death, an eligible employee's sick leave balance may be converted into retirement service credits subject to the rules and regulations of the San Diego County Retirement Association, provided that:

- a. The employee has completed ten (10) or more years of continuous service during that employee's present employment; and
- b. The employee's sick leave balance totals three hundred (300) hours or more; and therefore,
- c. Employees with ten (10) or more years of service may convert one hundred percent (100%) of their total sick leave credits.

- H. Employee's Options

## ARTICLE 6. PAID LEAVES (Cont'd)

Notwithstanding the provisions of Article 6, Section 4.G, employees eligible under Article 6, Section 4. F may elect to:

- a. Receive their full cash payment under Article 6, Section 4. F. and then convert their remaining eligible hours under Article 6, Section 4.G;
- b. Waive receiving full cash payment under Article 6, Section 4.F and convert their eligible hours under Article 6, Section 4.G.

### I. Calculation of Compensation for Unused Sick Leave

When an employee is paid the monetary value of sick leave as provided above, such compensation shall be calculated on the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout. Such calculation shall not include any increase in pay which would have occurred had the sick leave been granted, nor shall it include payment for any holidays.

### J. Cancellation and Restoration of Sick Leave Credits

1. An employee's sick leave credits shall be canceled, subject to Section 4.J.2 below, upon separation from County Classified Service, or upon changing from a biweekly rate of pay.
2. Employee sick leave credits accrued at time of separation, and which have not been subject to payout, shall be restored under the following conditions:
  - a. An employee returns to duty within three (3) years after separation because of layoff or disability retirement, or
  - b. An employee returns to duty within twelve (12) months following separation from temporary or seasonal employment; or
  - c. To the extent that recovery is made by the County either through Workers' Compensation Act benefits or claim against a responsible third party, of compensation, including any salary, vacation, sick leave and retirement credits paid an employee during absence on sick leave. Restored credits shall be computed on the basis of the employee's wage rate granted as sick leave during the time of absence. Credits shall be restored in full hour units with fractions of an hour disregarded.

## ARTICLE 6. PAID LEAVES (Cont'd)

### Section 5. Injury Leave

Injury leave is paid leave granted to a biweekly employee while disabled and unable to perform his or her job duties because of a job-related injury, entitled to Workers' Compensation temporary total disability benefits, and is not ineligible under one or more conditions listed in Section 5.A herein. Injury leave compensation shall equal the difference between seventy-five (75%) of employee's wage rate and employee's Workers' Compensation temporary total disability indemnity. The appointing authority shall provide release time to allow an employee to attend follow-up medical appointments for accepted work related injuries.

#### A. Ineligibility

An employee shall not be entitled to injury leave under the following conditions:

1. Failure to use or wear prescribed safety or personal protective equipment;
2. Failure to follow safety rules and regulations;
3. Where the employee's gross negligence or willful misconduct is a proximate cause of the injury;
4. Any time the appointing authority, upon investigation, certifies that suitable light-duty employment is available, and employee refused to accept it.
5. Injury leave shall not be granted for aggravation, recurrence or sequelae of a pre-existing non-service connected physical disability or any physical condition existing prior to employment by the County, nor for recurrences, aggravation or sequelae of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent employee is otherwise eligible, sick leave may be granted.

#### B. Definitions

1. Director: The Director of the Department of Human Resources.
2. Risk Management Division: The Division within the Department of Human Resources which administers the provision of workers' compensation benefits as mandated by the State of California.
3. Safety Rules and Regulations: Any and all County or Departmental rules, policies, and procedures, and California Occupational Safety and Health Act (CAL-OSHA) regulations, which relate to prevention of injury in the County work environment.



## ARTICLE 6. PAID LEAVES (Cont'd)

4. Wage Rate: The eligible employee's biweekly rate of pay, plus those specific premiums and/or bonuses which are paid on paid leave. Overtime, and any compensation identified as paid for time worked only and not applicable on paid leave, are excluded.
5. Workers' Compensation: Benefits provided pursuant to Division IV of the California Labor Code.
6. Treating Physician: Any physician listed in Labor Code Section 3209.3 who is authorized by the County and is currently treating the employee for the job-related injury which forms the basis for injury leave eligibility.
7. Light Duty: Any restriction of hours worked and/or duties performed as a result of a job-related injury where such hours and/or duties are different than the employee's established work schedule and/or regular assigned duties prior to the injury.

### C. Request

Each request for injury leave shall be submitted to the employee's appointing authority within forty-eight (48) hours after medical treatment is obtained or as soon as practicable thereafter on the form prescribed by the Director, accompanied by verification of the treating physician authorized by the County. It shall set forth the reasons for the request and any further information as may be required by the Director.

### D. Investigation

1. The appointing authority shall make such investigation, as is necessary, to determine whether or not facts exist which support the request. Upon concluding the investigation, the appointing authority shall provide a summary of the findings to the Department of Human Resources, Risk Management Division.
2. The Director shall review the findings of the appointing authority and make any further investigation as is appropriate.
3. The Director may grant the request in whole or in part and determine the duration of the injury leave, or may deny the request. The Director shall notify the employee and the appointing authority of the decision in writing.

### E. Appeal

## ARTICLE 6. PAID LEAVES (Cont'd)

The Director's decision shall be final unless appealed by the employee. Within ten (10) County business days of postmark or confirmed delivery of the Director's decision, the employee may appeal the decision by requesting arbitration. Written notice requesting arbitration must be presented to the Risk Management Division of the Department of Human Resources within the ten (10) days specified herein. The request for arbitration shall specify the basis for the appeal.

Selection of Arbitrator. The Risk Management Division will maintain a list of qualified neutral arbitrators from the Superior Court Arbitrator Personal Injury Panel. The arbitrator shall be determined by the parties alternately striking names from the Superior Court Injury Panel until only one remains. These arbitrators shall have workers' compensation experience.

Authority of the Arbitrator. The arbitrator shall hear the appeal and determine whether or not injury leave should be granted and, if so, its duration by applying only this Injury Leave provision. However, the arbitrator shall have no authority to add to, delete from, or modify this Injury Leave provision. The arbitrator shall submit findings and a decision in writing. The decision of the arbitrator shall be final.

Each party to the appeal before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half (½) by the appellant. However, during the term of this agreement, the appellant's share shall not exceed one hundred and fifty dollars (\$150) per hearing.

### F. Duration of Injury Leave

1. No injury leave may be granted during the first three (3) full calendar days after the employee leaves work as a result of the injury, except where the injury causes disability of more than fourteen (14) full calendar days or necessitates hospitalization within the three (3) calendar day waiting period. In such cases, injury leave may commence the first day the injured employee leaves work or is hospitalized as a result of the injury.
2. The duration of injury leave shall be that determined by the Director, after an investigation. An injury shall be deemed to continue through a recurrence, aggravation, or sequelae of the initial injury for which the leave may be granted. Injury leave shall not total more than one thousand four hundred and forty (1,440) aggregate hours for the particular injury.
3. If, subsequent to the granting of injury leave for a period of less than one thousand four hundred and forty (1,440) aggregate hours, it appears that leave should be granted for an additional period of time, the employee may request additional injury leave. This request shall be submitted and determined in the same manner as an original request for injury leave,

## ARTICLE 6. PAID LEAVES (Cont'd)

provided that the total duration of the original and additional injury leave shall not exceed one thousand four hundred and forty (1,440) aggregate hours for the particular injury.

4. In no event shall any injury leave exceed a total of one thousand four hundred and forty (1,440) aggregate hours; extend beyond five (5) years from the date of the initial injury; nor extend beyond the period in which the employee is employed.

### G. Holidays Falling During Injury Leave

A holiday falling during the period of injury leave shall be charged as injury leave and not paid as a holiday.

Injury Leave time shall be considered paid leave for the purpose of determining eligibility for accruing floating holiday credits.

### H. Absence Pending Injury Leave

When a claim for workers' compensation benefits and/or a final determination of entitlement to injury leave is pending, an employee may take paid leave or compensatory time off. If the employee becomes eligible for injury leave, it shall commence on the date determined by the Director after an investigation. Any sick leave, compensatory time, or other paid leave used in lieu of injury leave after such date of commencement, shall be restored to the employee's balance(s), except that if the difference between the paid leave used and the injury leave for the same time period requires that employee reimburse County, the difference shall be deducted from the balances restored, to the extent available.

### I. Workers' Compensation and Leave

1. An employee shall not, through a combination of temporary disability indemnity payments and paid sick leave, injury leave or paid leave pursuant to Section 4850 of the Labor Code, receive payment in excess of his or her wage rate. The amount paid for such leaves shall be decreased by the amount of any temporary disability for the same period to which the employee is or may be entitled under Workers' Compensation.
2. If an employee has received his or her wage rate as paid sick leave, and temporary disability back payments covering the same period are made to the employee, then the employee shall be liable to the County for the amount that the combination of such back payments and sick leave exceeds the employee's wage rate. The County may deduct from any future payments it makes to such employee an amount equal to the total of such excess payment. Insofar as practical, such deduction shall be

## ARTICLE 6. PAID LEAVES (Cont'd)

done by a method that will not cause undue hardship to the employee. To the extent that such deductions represent compensation for sick leave used, the employee's sick leave balance shall be restored.

3. Nothing herein contained shall be deemed to affect the employee's entitlement to medical, surgical and hospital treatment or temporary disability indemnity benefits under Workers' Compensation.

### J. Light Duty

Where the injured employee's treating physician authorized by the County recommends light-duty assignment, it will be the responsibility of the appointing authority to arrange suitable light duty. Department of Human Resources may provide staff technical assistance to find a suitable light-duty assignment, one which accommodates the particular restrictions provided by the treating physician.

### Section 6. Court Leave (Jury Duty)

Court leave is paid leave granted by the County to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior, Justice or Municipal Court located within San Diego County or within employee's county of residence.

#### A. Eligibility

Only a biweekly employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official County duties.

#### B. Court Leave Shall be Limited to:

1. Required attendance before Federal, Superior, Municipal, and Justice Courts located within San Diego County or within the employee's county of residence.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
3. An employee assigned to the PM or late night shift who is granted Court leave shall be permitted, on a day by day basis, not to report to the PM or late night shift upon notice and confirmation with his/her supervisor.

### Section 7. Educational Leave

## ARTICLE 6. PAID LEAVES (Cont'd)

An employee may receive paid leave, to attend courses, seminars, workshops or conventions that enhance, improve or add to the knowledge, skills and performance in the employee's County employment.

The determination as to when and whether an employee is granted this leave shall be made by the employee's appointing authority; however, such approval shall not be unreasonably withheld. Request for such leave will be submitted in the manner prescribed by the employee's appointing authority.

### Section 8. Military Leave

#### A. General Provisions

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Military and Veterans Code of the State of California.

#### B. Review and Approval

Every military leave request shall be subject to review and approval by the Director, Department of Human Resources.

#### C. Request for Military Leave

Employees who have been ordered to military service must submit notice (either orally or in writing) of their need for leave. Employees should provide thirty (30) days advanced notice of the need for the leave, if practicable.

### Section 9. Appeal of Disputes: Paid Leaves

Unless otherwise specifically provided for in this Article, any disputes which arise concerning the application or interpretation of the paid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

### Section 10. Administrative Leave

#### A. Definition

Administrative leave means the employee's non-disciplinary paid absence from duty imposed by the appointing authority under specified conditions.

#### B. Eligibility

## ARTICLE 6. PAID LEAVES (Cont'd)

Biweekly rate employees shall be eligible to receive administrative leave.

### C. Conditions

The appointing authority may direct an eligible employee to take administrative leave only if there is the occurrence, or the likelihood for the occurrence of, emergency or extraordinary circumstances which satisfy either one or both of the following two conditions:

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee himself or herself, and that such circumstances are sufficiently unclear to make a final determination without an investigation of whether the employee contributed to such harm.
2. The removal of employee from the County work site is essential to ensure the conduct of a full, fair and complete investigation of such emergency or extraordinary circumstances.

### D. Ineligibility

Notwithstanding Sections 10.B and C above, the employee shall not be eligible to be placed on administrative leave if:

1. The appointing authority is able to avert the occurrence of the circumstances specified under Sections 10.C.1 or 2 above, by reassigning the employee to other duties or to a different work site within the department; or,
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or,
3. The emergency or extraordinary circumstances, referenced under Section 10.C above are, as a result of the Skelly conference, sufficiently clear to indicate that the employee's conduct has caused such circumstances and that such conduct constitutes grounds for immediate suspension or termination pursuant to Rule VII of the County of San Diego Civil Service Rules.

### E. Procedures

## ARTICLE 6. PAID LEAVES (Cont'd)

1. The appointing authority shall provide the employee written notice of the administrative leave, its effective date and duration, and the reasons for placing the employee on such leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The appointing authority shall commence an investigation of the emergency or extraordinary circumstances not later than one (1) working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.
3. If, prior to the end of the administrative leave period (as specified in the written notice to the employee), the appointing authority determines that the employee's absence is no longer essential, the appointing authority shall notify the employee that administrative leave is no longer authorized effective the next working day and direct the employee to return to duty on such date. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

### F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under Section 10.C above. Administrative leave may be extended for additional working days if more time is needed to complete the investigation, subject to the approval of the Director. When leave is extended for additional working days, the Skelly conference shall be conducted prior to the expiration of the leave except in cases of criminal investigations or other extenuating circumstances. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's absence from the County work site is no longer essential.
3. At the end of the authorized administrative leave, the employee shall return to duty, unless:

## ARTICLE 6. PAID LEAVES (Cont'd)

- a. Other forms of authorized leave are approved by the appointing authority; or,
- b. A final order of suspension or termination against the employee has been implemented.

### Section 11. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one or more employees to another employee, on an hour-for-hour basis, in accordance with departmental policies upon the request of both the receiving employee and the transferring employee and upon approval of the employee's appointing authority, under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse, registered domestic partner, a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" submitted to employee benefits, parent, or child, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave and is therefore facing financial hardship.
- B. The transfers must be a minimum of four (4) hours per transaction and in whole hour increments thereafter.
- C. Transfers shall be allowed to cross departmental lines in accordance with policies of the receiving department.
- D. The total maximum leave credits received by an employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand and forty (1,040) hours. Total leave credits in excess of one thousand and forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.
- E. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- F. Leave credits that may be transferred under this program are defined as the transferring employee's vacation credits or up to twenty-four (24) hours of sick leave per fiscal year.
- G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller, and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority, and the receiving employee's appointing



## ARTICLE 6. PAID LEAVES (Cont'd)

authority (in the case of interdepartmental transfer) will be provided for on such form.

- H. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

## ARTICLE 7. UNPAID LEAVES

### Section 1. Leave of Absence Without Pay

A permanent employee may be granted unpaid leave either with the right to return or without the right to return. Exception: No paid leave of any kind will be granted an employee who is on suspension as discipline.

#### A. Leave Without Pay with Right to Return

If leave with right to return is granted, after such leave the employee shall be entitled to return to the same class in the same department as was occupied at the commencement of the leave.

At the discretion of the appointing authority, an employee may be granted:

1. Leave without pay for a maximum of sixty (60) work days.
2. Leave without pay to accept a temporary appointment (includes provisional appointments) to a classified or unclassified position in a County department. Such leaves shall be for a maximum of twenty-six (26) biweekly pay periods.

An employee granted leave without pay pursuant to this provision if not offered an opportunity to return to the same class of position in the same department at the expiration of such leave, shall be provided additional leave until a position in his/her class and department is made available to him/her, provided that such employee shall have a right to the first vacancy in his/her class and department which occurs during such additional leave, and provided further that such additional leave shall not exceed twenty-six (26) biweekly pay periods.

3. Leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability but not to exceed one (1) year. However, if an employee is unable to return to work at the end of one (1) year, the employee shall be placed on leave without pay without right to return for a maximum of one (1) year, as provided in "B" below.

## ARTICLE 7. UNPAID LEAVES (Cont'd)

At the discretion of the appointing authority, and approval of the Director, Department of Human Resources, an employee may be granted:

4. Leave without pay for good cause, other than illness, up to twenty-six (26) biweekly pay periods. Good cause includes leave requested for Association activity. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.

### B. Leave Without Pay Without Right of Return

If leave without pay without right of return is granted, after such leave, the employee shall have no entitlement to return to the same class in the same department as he/she occupied at the commencement of the leave.

The Director, Department of Human Resources, may, with proper justification, grant a leave without pay without right to return for a maximum of twenty-six (26) biweekly pay periods.

An employee granted leave without pay pursuant to this provision, if not offered an opportunity to return to the same class of position in the same department at the expiration of such leave, shall be provided additional leave until a position in his/her class and department is made available to him/her, and provided further that such additional leave shall not exceed twenty-six (26) biweekly pay periods. Any employee who is not returned to County employment at the expiration of the initial leave without pay and who is not returned to County employment within the next succeeding twenty-six (26) biweekly pay periods shall be deemed to be absent without leave.

### C. Leave Without Pay - Staff to Elected Official

The Director, Department of Human Resources, may grant a leave without pay to a classified employee for an indefinite period of time to accept an unclassified position as staff to an elected official. This leave may be either with or without the right of return.

### D. Cancellation of Leave Without Pay

If an employee violates the conditions upon which leave without pay is granted, the Director, Department of Human Resources, may cancel said leave. In such instances, the employee may be deemed to be absent without leave on the date designated by the Director.

### E. Denial of Leave

Any question arising out of the denial of leave without pay shall be decided by the Director, Department of Human Resources.

## ARTICLE 7. UNPAID LEAVES (Cont'd)

### Section 2. Voluntary Furlough

#### A. Short Term

Notwithstanding any other provisions of this Article, the appointing authority, on approval of the Chief Administrative Officer, for good cause may grant a permanent or probationary employee a voluntary leave of absence without pay with right of return to the same position subject to the following conditions:

1. Leave must be taken in increments of one (1) full regular workday for the eligible employee (e.g., 8, 9, 10, or 12 hours).
2. Such leave shall be available only during a period or periods of time designated by the Board of Supervisors as times of economic hardship.
3. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one regular pay period for the eligible employee.
4. Credits toward paid leave and holiday eligibility shall accrue as though the employee were on paid status.
5. Time on this special unpaid leave shall apply toward time in service for completion of probation and toward seniority for purposes of layoff.
6. Such leave is available only to employees who are on paid status the entire day before as well as the entire day after the work furlough days.
7. Employees on other leave without pay shall not be eligible for work furlough.

#### B. Long Term

Upon determination by the appointing authority that work force reductions may be necessary in the department, the appointing authority, with the approval of the Director, Department of Human Resources, may grant a corresponding number of permanent employees leave without pay with right of return to the same class in the same Service/division in the department in which the leave was granted for up to twenty-six (26) biweekly pay periods subject to the following conditions:

1. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who has fewer layoff points. In the event that there is no vacancy, and no employee in the same class with fewer layoff rating points, an additional leave of up to twenty-six (26) biweekly pay periods shall be granted during which the

## ARTICLE 7. UNPAID LEAVES (Cont'd)

employee, if still physically fit, may fill the first vacancy which occurs in the same class.

2. The employee who is granted this type of leave shall continue to accrue seniority for purposes of calculating layoff rating points in the same manner as if on paid leave.
3. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.
4. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.
5. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave, but that the employee may continue such coverage at his/her own expense.

### Section 3. Family Medical Leave

#### A. Definition

Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3, 107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

#### B. Eligibility

Family Medical Leave shall apply to all biweekly rate employees who have been employed by the County for at least twelve (12) months and for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave and who meet all the eligibility requirements of the FMLA or the CFRA.

#### C. Conditions

1. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.
2. The requested leave will be counted against the employee's annual FMLA and California Family Rights Act ("CFRA") entitlement as well. This notice shall refer to the leave as "FML."

## ARTICLE 7. UNPAID LEAVES (Cont'd)

3. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member or registered domestic partner (a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a State "Certificate of Registered Domestic Partnership" submitted to employee benefits), they must provide medical certification on the form entitled "Certification of Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.
4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.
5. The County will continue to make its regular contributions toward insurance premiums for up to twelve (12) weeks of FML in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during FML. During FML unpaid leave, these payments must be made by check or money order to the County's Employee Benefits Division twice-monthly. Premium payments may be made in advance or the County will recover these payments from the employee upon their return to work.
6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.1.
7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid leave, they may not be entitled to return to their previous position.
8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.1.

### Section 4. Appeal of Disputes: Unpaid Leaves

Any disputes which arise concerning the application or interpretation of unpaid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

### Section 1. License Reimbursement

The County shall reimburse any permanent employee, who works at least eighty (80) hours per biweekly period, for the cost of renewing any license or certificate the employee is required to possess as a condition of employment by the County, which the employee is required to renew during the term of this Agreement.

This reimbursement shall not cover any costs to the employee of becoming eligible for, or initially obtaining, such license. Reimbursement shall also not apply to any license necessary for the legal operation of vehicles or mechanical equipment.

However, an employee who is required by his/her Department to upgrade his/her driver license will be reimbursed for the amount of the fee that exceeds the fee of the Class 3 driver license fee. If a driver license upgrade is required by the Department at a time other than the normal renewal time for the employee, the Department will reimburse the entire driver license fee.

### Section 2. Uniforms, Work Clothes, Work Equipment and Articles

- A. The County agrees to supply all protective clothing, protective equipment and protective supplies, including cold weather gear, determined by management to be necessary for the employee to perform his/her job.

This Section is not designed to reduce or increase any current benefits as to issuance of uniforms and work clothes or other work equipment now supplied by the County.

- B. Hard-Toe Shoes / Non-Slip Safety Shoes

Hard-Toe Shoes: Employees in the following classifications in the CM Unit shall be reimbursed or issued a voucher for one hundred dollars fifty-five (\$155) upon proof of purchase of departmental approved hard-toe shoes or non-slip safety shoes. If hard-toe shoes or non-slip safety shoes are deemed appropriate by the Department, employees in other classifications in the CM Unit shall be reimbursed one hundred dollars fifty-five (\$155) upon proof of purchase of departmental approved hard-toe shoes. Employees may accrue up to three (3) years' worth of reimbursement for the purchase of safety footwear. Employees who do not spend one hundred dollars fifty-five (\$155) in the previous fiscal year shall have up to three hundred ten dollars (\$310) available in the second year. Employees who do not spend one hundred fifty-five dollars (\$155) in each of the two (2) previous fiscal years shall have up to four hundred sixty-five dollars (\$465) available in the third year. Maintenance after purchase and

ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

reimbursement will be the responsibility of the employee. A portion of the reimbursement allowance can also be used for shoe repair or inserts.

Eligible Classes:

6035 – Equipment Operator  
6036 – Senior Equipment Operator  
6305 – Gardener  
6310 – Supervising Gardener  
6345 – Senior Park Maintenance Worker  
6347 – Park Maintenance Worker  
7030 – Senior Custodian  
7035 – Healthcare Agency Housekeeper  
7036 – Senior Healthcare Agency Housekeeper  
7070 – Wastewater Plant Operator II  
7071 – Wastewater Plant Operator I  
7083 – Sewer Construction & Maintenance Worker  
7515 – Stores Delivery Driver  
7518 – Public Works Trainee  
7540 – Construction & Services Worker

C. Uniforms

Airport Technician (7001), Senior Park Maintenance Worker (6345) and Park Maintenance Worker (6347) in Parks and Recreation shall be provided five (5) sets of uniforms (same type of uniforms as currently provided) and one (1) jacket or replacement jacket.

D. Uniforms - Gardeners

The County shall provide and maintain eleven (11) sets of uniforms and one jacket for the following classes:

6305 – Gardener  
6310 – Supervising Gardener

E. Initial Issue

Eligible employees in the classifications listed under Section 3.F, “Uniform Allowance”, when hired or newly assigned to a position requiring them to wear a uniform, shall receive, within thirty (30) days of hire or assignment, an initial allowance toward the purchase of required uniforms in the amount as provided in Section 3.F. below.

F. Uniform Allowance

If an employee in an eligible Bargaining Unit is on leave (paid or unpaid) during Payroll 4, and has sufficient hours in the previous year to qualify for a Uniform

ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

Allowance maintenance payment, that payment will be made when the employee returns to active County service. If an eligible employee is active in Payroll 4 but on leave (paid or unpaid) in Payroll 5, the maintenance payment will be made when the employee returns to active County service. If an employee is in an eligible Bargaining Unit in Payroll 4, but terminates County service or transfers to an ineligible Bargaining Unit in Payroll 5, that employee is not entitled to receive the maintenance payment, as that employee is no longer required to wear a uniform. For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday for Payroll 05 of each year, pay a uniform maintenance allowance to employees who are in any eligible class in Payroll 04 of that year. This allowance will be included in the paycheck of the appropriate period as defined above.

Exception: Employees who are furnished uniforms at no cost shall not be covered by this uniform allowance provision.

Employees who receive a uniform allowance are required to wear a uniform at all times.

The amount of the allowance shall be computed based on paid service as follows:

<u>% of Required Service in Paid Status</u>	<u>Allowance</u>	
Over 75% thru 100%	Three-thirds	(3/3)
Over 50% thru 75%	Two-thirds	(2/3)
Over 25% thru 50%	One-third	(1/3)
25% and less	Zero	(-0-)

For purposes of computing the correct payment amount, three-thirds (3/3) of the uniform allowance is as follows for the listed eligible classes:

<u>Class No.</u>	<u>Title</u>	<u>Three Thirds (3/3)</u>
6023	Road Maintenance Worker	\$550
6035	Equipment Operator	550
6036	Senior Equipment Operator	550
7518	Public Works Trainee	550

G. Safety Glasses

If safety glasses are deemed appropriate by the Department, employees shall be supplied safety glasses, regular and prescription. The employee must provide the prescription.



## ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

### H. Back Belts

The County agrees that if back belts are deemed appropriate by the Department, employees approved for such belts shall be reimbursed up to fifty dollars (\$50) upon proof of purchase of departmental approved back belts. The department may also provide a back belt for an employee, if deemed appropriate, in lieu of reimbursement.

### Section 3. Private Mileage and Use of County Cars

#### A. Private Mileage

1. Certification: Certification determines whether an employee is eligible to drive on County business or not. The Department Head may authorize an eligible employee either to receive reimbursement at the rate in 3. below for miles driven on County business in the employee's private vehicle; to drive a County car on County business; or to use a County pool car on County business. Recertification confirms whether an employee is eligible to drive on County business or not.
2. Rationing: In the event a gasoline rationing/allotment program is mandated, the County will not require an employee to use his or her personal allocation for County business.
3. Rate of Reimbursement: Employees who use their personal vehicle for County business shall be reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.
4. Reimbursement to County for Use of County Vehicle: This provision reinforces County policy that a County vehicle shall not be used for personal business.

An employee who uses a County vehicle for transportation from his/her home to the employee's headquarters or to his/her home from the employee's headquarters shall reimburse the County at the rate per mile as established in Section 3.A.3 above, for the use of County vehicle.

Such reimbursement shall be:

- a. Calculated by multiplying the number of round-trip miles between the employee's headquarters and home by the rate in Section 3.A.3 above multiplied by the number of days the employee worked in a

ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

pay period.

- b. Deducted from the employee's biweekly warrant, and
- c. Waived only upon written authorization from the Chief Administrative Officer.

The administration of this provision shall be subject to the rules and regulations of the Auditor and Controller.

B. Use of County Cars

- 1. Certification: See Section 3.A.1.

C. Reimbursement Schedule for Travel Outside San Diego County

Employees shall be paid in accordance with the rates set forth on the schedule adopted by resolution of the Board of Supervisors for trips on County business outside the County of San Diego, but within the State of California.

Section 4. Parking and Transportation

A. Parking

This Section does not guarantee the provision of free parking spaces for employees. County parking lots, where available, will have the spaces contained therein designated in the following priority:

- 1. Disabled
- 2. Public
- 3. Carpools
- 4. County-owned vehicles
- 5. Official County business - transient
- 6. County employees

Employees who participate in carpools (two (2) or more persons per vehicle, four (4) days per week minimum) shall be entitled to preferential parking spaces, when available.

B. Transportation Reimbursement for Certain Downtown Locations and Bus Pass Reimbursement

The County shall reimburse all employees paid on a biweekly basis except those on an "hourly" or "special rate" pay basis for costs incurred in traveling to and from work, as follows:

## ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

1. Up to sixty-five dollars (\$65) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage) or County Transit System bus pass, or North County Transit District "Coaster Plus Pass" or "Coaster 10-Trip Tickets", or similar monthly pass. Employees are eligible to participate in the Transit Pass Program on the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass; or
2. Fifty dollars (\$50) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or
3. Twenty-five dollars (\$25) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program through SANDAG at the below locations.

Applicable locations for Sections 4.B.2 and 4.B.3 above: 101 W. Broadway; 220 W. Broadway; 225 Broadway, 330 W. Broadway; 625 Broadway; 233 "A" Street; 110 W. "C" Street; 1409 Fourth Avenue; 964 Fifth Avenue; 1501 6th Avenue; 1130 10th Avenue; 1173 Front Street; 734 W. Beech Street and other locations certified to the Assistant Chief Financial Officer/Auditor and Controller by the Chief Administrative Officer. Eligibility for 2 and 3 above is to be determined through certification by the appointing authority that the employee has incurred expense under the conditions stated above in at least the amount specified. The administration of transportation reimbursements are subject to the rules and regulations of the Assistant Chief Financial Officer/Auditor and Controller.

### Section 5. Employee Occupied County-Owned Residences

The parties agree to the provisions of the Board of Supervisors Policy G-14 on Employee Occupied County-Owned Residences which was adopted by the Board of Supervisors on May 1, 1990.

### Section 6. Meals in County Facilities

Charges to employees for meals furnished by County departments, except where employees are provided free meals while on duty, shall be:

\$2.10 per meal when purchased individually.

\$2.00 per meal when purchased in books of ten.

### Sheriff's Department

Only those employees who are assigned to work within the jail shall be able to obtain meals within the jail in order to maintain the security of this locked facility.

## ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES (Cont'd)

### Section 7. Repayment of Specialized Training Expenses

- A. The County may recover specialized training expenses from an employee who terminates employment within one year of completion date of such training consistent with the following schedule of reimbursement:

<u>Completion Date</u>	<u>Reimbursement</u>
Within 3 months	100%
After 3 months - before 6 months	50%
After 6 months - before 12 months	25%
After 1 year	0%

- B. In cases where specialized training is to be made available, the Appointing Authority shall include in the request for training authorization a signed agreement between the County and the employee which provides that training costs in excess of one thousand dollars (\$1,000) for any single training session or related series of training sessions will be reimbursed to the County if the employee voluntarily terminates prior to one year for any reason other than death or disability retirement.
- C. Training costs shall be calculated to include:
1. Travel expenses
  2. Meals and lodging expenses
  3. Registration or tuition expenses
  4. Books and other related materials expenses
- D. At the request of the Appointing Authority, the Chief Financial Officer may consider a reduction of, or a complete release from, the employee's obligation if extreme hardship can be demonstrated in writing.
- E. Specialized training is determined by the Appointing Authority, and generally does not include conferences or training that is required for performing the basic functions and duties of employee's classification.
- F. Further, this provision shall not apply to training with no net cost to the County by virtue of being covered by an offsetting grant or other reimbursement.

## ARTICLE 9. EMPLOYEE BENEFITS

### Section 1. Retirement

The County shall pay the rate prescribed for employer contributions into the General Retirement Fund in accordance with the law and the rules and regulations governing such employer contributions.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

The Board of Supervisors shall adopt the employee retirement contribution rates recommended by the Retirement Board within ninety (90) days after the beginning of the immediately succeeding fiscal year from the date the recommendation is made.

Retirement benefits for employees hired on or after March 8, 2002 or such later date, shall be those established for "Tier A" of the General Retirement Program for eligible employees.

Employees hired before March 8, 2002 will receive "Tier A" retirement benefits unless the employee exercises the right to "opt out" of the "Tier A" program. Those who "opt out" of the "Tier A" program will receive Tier I retirement benefits.

After March 8, 2002, employees electing the General members enhanced retirement formula "Tier A" shall pay via payroll deduction, the amount prescribed by the rate established for each employee's contribution for "Tier A" into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions.

Retirement benefits for employees hired on or after August 28, 2009 but before December 1, 2012 and those employees otherwise allowed for by State Law shall be those established for a "Tier B" program for eligible employees.

"Tier B" shall consist of the following benefits:

Formula	2.6% @62 (Gov. Code § 31676.12)
Final Average Compensation	Highest 3 year Average
Minimum Retirement Age	55
COLA	Maximum 2%

Except as allowed for by State Law, retirement benefits for employees hired on or after December 1, 2012, shall be for "Tier C" eligible employees.

Formula 2.5% @ 67 (Gov. Code § 7522.20)  
Final Average Compensation Highest 3 year Average  
Minimum Retirement Age 55  
COLA Maximum 2%

A. Retirement Offset

1. Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions excepting that the County will contribute the below rates but no more than the employee's established rate, to the fund on behalf of the General employee covered by this Agreement. In the event that the employee's rate is less than the

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

rate indicated below, the employee shall not be credited with the difference.

Effective July 1, 2012:

Retirement Contribution Offset – Tier A/1		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
CM	1.5%	3.0%

Retirement Contribution Offset – Tier B		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
CM	1%	2.0%

**Tier C:**

No Offset.

Upon termination, employees shall have no vested right in the amount of retirement funds contributed by the County on their behalf.

Effective the payday of December 27, 2013, employees shall receive a salary adjustment as specified in the chart below:

<b>Step Placement</b>	<b>Salary Schedule Adjustment</b>
All employees at Step 5 or above of the salary range	2.0% increase to the Step 5 or above of the salary schedule
All employees at Steps 1-4	1.0% increase to all other steps

Effective June 9, 2017, the offset shall be eliminated.

Effective June 9, 2017, all employees shall receive a wage increase as an even exchange for the remaining offset elimination. The amount of this even exchange shall be based on the Fiscal Year 2016-17 Adopted Budget for the bargaining unit and will be determined by converting the amount appropriated

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

for offset to a percentage of the total salaries and benefits. Total salaries and benefits shall include base salary, supplemental pay, employer retirement contributions, other post-employment benefits, OASDI and Medicare. The amount of this increase for employees will be cost neutral to the County and in no way shall it result in a cost increase to the County.

2. a. One-half Retirement Offset: Effective June 19, 1998 through completion of at least five (5) years of continuous service in the retirement system, employees shall receive one-half of the retirement offset provided for in Section 1.A.1 above.
  - b. Full Retirement Offset: Upon completion of at least five (5) years of continuous service in the County retirement system, employees covered by (a) above, shall receive the full retirement offset established in Section 1.A.1 of this Article.
  - c. Notwithstanding Section 1.A.2. (a) and (b) hereinabove, the County has the right to:
    - i. determine which classification(s), if any, shall be exempted from this provision;
    - ii. implement such determinations as the County deems advisable.
- B. The County and the Association of San Diego County Employees acknowledge that all provisions of this Agreement, including Article 9, Section 1. Retirement, together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement to the extent provided by law.

### Section 2. Insurance/Flexible Benefit Plan

Eligibility: Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis and who are regularly scheduled to work one-half time or more (40 hours or more in an 80-hour biweekly pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits.

#### A. Flexible Benefits Plan

A flexible benefits plan, which is in accordance with Section 125 of the Internal Revenue Code, was implemented for eligible employees covered by this Agreement on October 1, 1990.

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

1. Plan Design. The flexible benefits plan is a cafeteria-style benefits program wherein the County makes a contribution toward the Flexible Benefits Plan for each eligible employee to be allocated during the employee's active employment. The County contribution is distributed by the employee among the menu of benefit options listed below, the specific details and administration of which are set forth in the plan brochures:

### "Core" Benefits:

- Health insurance
- County basic life and AD&D insurance

### Optional Benefits:

- Dental insurance
- Vision insurance
- Supplemental life insurance
- Supplemental accidental death and dismemberment insurance (AD&D)
- Flexible spending accounts for pre-tax reimbursement of qualified medical and/or dependent day care expenses. Account credits must be used during the plan year in which they are earned for expenses incurred during the same plan year.
- The plan may be modified upon written notice by the County.

This plan includes for eligible employees pre-tax contributions for all monies paid toward health, dental, vision and/or voluntary AD&D plans.

## 2. Coverage.

- a. All eligible employees are required to have the following minimum "core" benefits for the employee only:
  - County health insurance unless properly waived
  - County basic life and AD&D insurance
- b. Coverage by County Spouse: An eligible County employee married to another eligible County employee may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the "employee only" County contribution amount available to apply toward the employee's Flexible Benefits Plan during the employee's active employment.
- c. Proof of Coverage: Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the County's health insurance plans. This election may only be made



ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

during the County's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. For employees waiving primary participation in a County-sponsored health plan, the County's contribution will be deposited into the employee's Flexible Spending Account.

- d. Domestic Partner: An employee may elect to cover a Registered Domestic Partner or non-registered domestic partner under the County's health, dental or vision plans. To cover a Registered Domestic Partner, the employee must submit a copy of the State Registration Certificate to Employee Benefits. Any premium paid by the County on behalf of the Registered Domestic Partner or the Registered Domestic Partner's dependent(s) will be considered taxable income for Federal taxes pursuant to the provisions of the Internal Revenue Code but will not be considered taxable income for State taxes, pursuant to the California Revenue and Taxation Code. To cover a Non-registered domestic partner or the non-registered domestic partner's dependent(s), the employee must meet and agree to the specifications set forth on an "Affidavit for Enrollment of Domestic Partners." Any premium paid by the County on behalf of the domestic partner or the domestic partner's dependent(s) shall be considered taxable income for Federal and State taxes to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code and the California Revenue and Taxation Code.

3. County Contribution Toward Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution toward the Flexible Benefits Plan (which includes health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the County's contribution toward the Flexible Benefits Plan. The County's contribution toward the Flexible Benefits Plan shall be:

Effective January 1, 2013:

	<u>Per Month</u>	<u>Approximate Annual</u>
<u>Employee Only</u>	<u>\$421.00</u>	<u>\$5,052.00</u>
<u>Employee + 1</u>	<u>\$627.00</u>	<u>\$7,524.00</u>
<u>Employee + 2 or More</u>	<u>\$899.00</u>	<u>\$10,788.00</u>

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Effective January 1, 2014, an increase of 5%, plus an additional 2.5%:

	Per Month	Approximate Annual
Employee Only	\$453.00	\$5,436.00
Employee + 1	\$675.00	\$8,100.00
Employee + 2 or More	\$968.00	\$11,616.00

Effective January 1, 2015:

	Per Month	Approximate Annual
Employee Only	\$486.00	\$5,832.00
Employee + 1	\$739.00	\$8,868.00
Employee + 2 or More	\$1,075.00	\$12,900.00

Effective January 1, 2016:

	Per Month	Approximate Annual
Employee Only	\$510.00	\$6,120.00
Employee + 1	\$776.00	\$9,312.00
Employee + 2 or More	\$1,129.00	\$13,548.00

Effective January 1, 2017:

	Per Month	Approximate Annual
Employee Only	\$536.00	\$6,432.00
Employee + 1	\$815.00	\$9,780.00
Employee + 2 or More	\$1,185.00	\$14,220.00

4. Effective Dates of Eligibility Under The Flexible Benefits Plan. The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first day of the month following month of hire provided that the employee has completed and returned all enrollment forms within the month of hire. If completed forms are not received by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms. All forms must be received in the Employee Benefits Division within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the month in which an employee last had paid service provided that the employee's portion of the health insurance premium is paid for such period.

Employees who do not submit completed enrollment forms within forty-five (45) days of fire will be automatically enrolled in the County's least costly

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

health plan.

Notwithstanding the above, eligibility for all flexible benefits plan features which are in addition to health insurance shall be thirty (30) days after the effective date on which health insurance coverage begins.

### 5. Employee Insurance Coverage During Leaves of Absence

- a. Life Insurance. Employees on leave without pay for any reason, including suspension, may continue their life insurance coverage for up to six (6) full months.

Employees choosing to continue their life insurance may do so for up to six (6) months while on leave. Premiums must be paid by the end of the month in which the employee had coverage.

Employees may pay all premiums required for the entire six (6) month leave period in advance. In the event an employee who is on leave without pay does not pay premiums in advance of the end of the month, the coverage shall be discontinued. Such employees shall be entitled to re-apply upon return to work subject to medical insurability acceptable to the insurance provider.

- b. Medical Insurance (Includes Health Insurance) During Leaves of Absence. During leave without pay, and in accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 (Pub. L. 99-272), employees may continue their health insurance coverage for up to eighteen (18) full months following the month in which the leave commenced.

In the event an employee who is on leave without pay does not pay medical insurance premiums in advance, the coverage shall be discontinued. Such employees shall be automatically re-enrolled in the same health plan enjoyed previous to leave without pay, within thirty (30) days from the date they return to work.

Effective date of coverage will be the first day of the month following receipt of enrollment forms in the Employee Benefits Office. With certain health plans, re-enrollment is contingent upon medical insurability.

The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical insurance shall pay one hundred and two percent (102%) of the

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

applicable premium and shall be subject to the same administrative requirements as all other COBRA group plan members. Premiums will be calculated and paid by the employee at least one month in advance.

- c. The administration of these benefits is subject to the rules and requirements of the Department of Human Resources.
6. Flex credits not designated for eligible services are placed in the employee's health FSA. IRS regulations establish annual maximum limits for flexible credits which may be rolled over to an FSA. An employee is not entitled to flexible credits that, when rolled over to an FSA, exceed the maximum limits allowed by law. Any employee who is expected to have flexible credits rolled over to an FSA that will exceed the maximum limits shall have their bi-weekly flex credit contributions adjusted to an amount, that when calculated on an annual basis, will be equal to the maximum allowed by law.

Notwithstanding the above paragraph, if an employee experiences a "qualifying event" as defined by the IRS and HIPAA Regulation, or has a triggering event that impacts flex credits, that employee will be allowed to change their status and have their flex benefits recalculated so as to maximize or recoup any retroactive flex benefits previously adjusted, in order to realize the maximum value of the flex benefit contribution, subject to IRS limitations.

### B. Life Insurance

The County's Flexible Benefit Plan shall include as a "Core" Benefit, Life Insurance for each eligible employee in the amount of ten thousand dollars (\$10,000) for the employee and two thousand dollars (\$2,000) for each dependent.

### C. Deferred Compensation

Employees shall be eligible to participate in the Deferred Compensation Program provided and administered by the County or the County's selected administrative agent (or agency).

## ARTICLE 10. PERSONNEL PRACTICES

### Section 1. Personnel Files

An employee, or an Association representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

obtained from other employers and agencies at the time that employee was hired. Employees shall normally request such files forty-eight (48) hours in advance of such inspection.

An employee shall be entitled to read any statement, written by the employee's supervisor or departmental management, on his/her work performance or conduct if such statement is to be filed. No such statement shall be filed before all County appeal rights are exhausted. If such a statement is inadvertently filed before all County appeal rights are exhausted, the employee may request sealing of the applicable portions of his/her file by the Civil Service Commission. The request for sealing may be made after a decision on the appeal has been rendered. All such statements on which filing is delayed pending completion of the County appeal process, shall be filed upon the rendering of a decision, if such decision upholds the statement or charges against the employee in whole or, if upheld in part, it shall be filed as amended.

The employee shall acknowledge reading such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to initial, the supervisor will sign, noting the refusal of the employee to initial. Any employee shall have the right to rebut in writing any material placed in his/her personnel file and such rebuttal shall be added to the file.

Disciplinary action includes a written reprimand, suspension, demotion, or discharge. If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee a copy of all documents or written statements used by the department as a basis for its action.

All correspondence of commendation shall be entered as a permanent part of an employee's personnel file, except where they are shown to be frivolous. In that case, they shall be returned to the employee.

At the time of conferences, meetings, or hearings held for the purpose of disciplinary action as defined the paragraph above or which the employee believes may result in disciplinary action, the employee shall have the right to representation, including Association representation. Any document that was mistakenly placed in the employee's personnel file shall be removed from the personnel file by the Department of Human Resources upon the written request of the employee and the employee's appointing authority.

### Section 2. Dismissal During Probation

Probationary employees will be given as much notice as is possible of their dismissal during probation either through the performance report or other written notification. In the event that emergency circumstances exist in which the immediate removal of an employee is essential to avert harm to the County or to the public, or in which the

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

employee has threatened harm to the County or public, the appointing authority may remove the employee immediately.

### Section 3. Legal Representation

Upon request of an employee and subject to any limitations provided by law, the County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the County in a court of competent jurisdiction on account of any act or omission occurring within the course and scope of his/her employment as an employee of the County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the County pursuant to the provisions of the California Government Code, now and as amended or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

### Section 4. Layoff Procedure

#### A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this procedure.

#### B. Exceptions

1. Sub-organizational Layoff. When the appointing authority so requests, the Chief Administrative Officer may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Chief Administrative Officer has authorized the layoff. Prior to such layoff, the appointing authority shall provide the Association with notice and, upon

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

request, shall meet on the impact of the layoff with the Association to discuss this matter and alternatives to such layoff.

2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

### C. Notice of Layoff

1. DHR Notice to Department and to Association. Prior to the occurrence of a layoff, the Director, shall provide written notice to the Association when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.
2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. The notice shall contain the following information:
  - a. The effective date of layoff;
  - b. The seniority rating of the employee computed by the Director;
  - c. The seniority ranking of the employee on the layoff list for the particular class involved in the layoff;
  - d. The total number of layoffs for the particular class;
  - e. A statement of the computation of seniority ratings and rankings;
  - f. A copy of the complete layoff list compiled by the Director showing the seniority rating for each employee on the layoff list;
  - g. A statement that the employee has the opportunity to contact the Director or designated representative no later than five (5) business days after receipt of the Notice of Layoff to inspect the records relating to the computation of the layoff list including the employee's seniority rating and ranking, and to meet with the Director or designated representative regarding any corrections related to such list, rating, or ranking. The employee shall be informed that failure to contact or meet with the Director or designated representative

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

within the prescribed period will be deemed a waiver of any objections that might have been raised regarding the list, rating, or ranking;

- h. A statement that the layoff will be effective on the date indicated unless the appointing authority advises the employee in writing otherwise prior to the effective date and time set forth on the notice;
- i. A copy of provisions of Rule XIV of the Rules pertaining to layoff.

### D. Approval and Service of Notice

The Notice of Layoff shall be approved by County Counsel prior to its distribution to any employee. The Notice of Layoff shall be served, either personally or by mail, on an employee at least thirty (30) calendar days prior to the effective date of the layoff.

### E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the department shall be in the following order (the appointing authority may lay off a volunteer for layoff at any point in this order):

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.
2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.
3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.
4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

Permanent employees shall be laid off according to the layoff ratings, lowest ratings first. The order of layoff within categories 1, 2, and 3, and for permanent employees with equal layoff ratings, shall be at the appointing authority's discretion. Employees on leave shall be laid off or demoted in lieu of layoff as if they were active employees.

### F. Seniority



ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Seniority is the employee's total hours of continuous County service. All service of a blanketed-in employee shall, for the period prior to classification to the position, be credited for seniority purposes whether or not it was continuous. All seniority is lost upon resignation or dismissal. Any employee who has gained permanent status and is laid off, shall, if reinstated, regain his/her seniority credit possessed at the time he/she was laid off.

G. Calculation of Layoff Rating

1. Continuous-service-date to May 23, 1986 ("historical" layoff rating). The purpose of this "historical" layoff rating is to calculate employees' service credit for purposes of the past to the date of the last full pay period May 9, 1986. These points will constitute employee's layoff rating for the past, to which the points calculated for prospective implementation (standard layoff rating) will be added as provided below:

Historical layoff rating: One (1) point for each hour of continuous (unbroken) service from last date employee was hired into the classified service (80 points for each full biweekly pay period).

2. Standard layoff rating: One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in paragraph (1) above.
3. Formula for combining historical and standard layoff ratings. Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standards ratings:

Total historical ratings: \_\_\_\_\_ Hours  
Plus: standard rating: \_\_\_\_\_ Hours  
Total: \_\_\_\_\_  
Hours/Points

The total of these two ratings shall constitute the employee's official layoff rating.

H. Demotion in Lieu of Layoff

The appointing authority shall determine by class, subject to review by the Director, whether demotion shall be afforded employees as an option in lieu of layoff.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

At the request of the appointing authority, a permanent employee shall, in lieu of layoff, be afforded the option of demotion within the same department to a position in a lower class, provided that no such demotion shall in turn require the layoff or demotion from such lower class of any employee whose layoff rating is at least as high as that of the demoting employee. A probationary employee may be afforded the opportunity to accept a demotion within the same department to a position in a lower class provided no such demotion shall in turn require the layoff of any employee in the lower class. Such probationer shall not become permanent in the lower class by this action except by completing a new full probation period in such lower class.

### I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

### J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees shall be on the reinstatement list for three (3) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal.

In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal to or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which he/she is eligible for such reinstatement, subject to the following:

1. A new probationary period shall not be required of an employee reinstated to a department from which he/she was laid off.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

2. A new probationary period shall be required of an employee reinstated to a different department than that from which he/she was laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond three (3) years from the date of placement on it.
3. A reinstated employee will regain his/her seniority credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

### Section 5. Safety

The County and the Association agree that safe working conditions are the mutual responsibility of each employee and supervisor. Each employee has the responsibility to immediately report an unsafe working condition to his/her supervisor. The supervisor has the responsibility to investigate an allegation that a working condition is unsafe. The parties agree that the following procedure shall be utilized in promoting a safe work environment for all employees:

- A. All employees shall be entitled, through an appropriate forum, to participate in the development of safety programs.
- B. The County shall provide a list of all safety officers, their department, addresses, and phone numbers to the Association. Such list shall be kept current by the County.
- C. No employee shall be obligated to work in a facility or worksite, with any machinery or on equipment which is not safe.
- D. Any employee who believes that an unsafe condition exists shall report such condition verbally to the supervisor immediately upon discovery of such condition. The employee shall report such condition to the supervisor in writing as soon as possible. After receipt of a written report, the supervisor shall have the responsibility to remedy the situation or to seek an opinion from qualified personnel in the County whether an unsafe working condition exists. If a determination is made that an unsafe working condition exists, corrective action process shall be initiated as soon as possible.
- E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to his/her Association steward, or if no steward is available, the Association field representative. Such Association officer shall be entitled to communicate with the appropriate safety

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

officer(s) or, subsequently, the appointing authority's representative to seek a resolution of the issue.

- F. A disagreement between the employee and the supervisor as to whether or not an unsafe working condition exists may be addressed pursuant to the Grievance Procedure. Such grievance shall be processed in an expeditious manner.

### Section 6. Performance Evaluations

All departments shall follow Department of Human Resources Policy 1003.

### Section 7. Codes of Employee Conduct

The appointing authority may promulgate work and safety rules for the safe, efficient and effective operation of the organization as deemed appropriate by the appointing authority.

### Section 8. Smoking

The administration and regulation of smoking in County facilities shall be in accordance with the amended Ordinance (New Series) County of San Diego Administrative Manual/Board of Supervisors Policy as adopted by the Board of Supervisors and administered by the Chief Administrative Officer.

### Section 9. Labor Management Committee

#### A. CM Unit Committee

1. The parties agree to establish a Labor Management Committee to be composed of a coordinator and four (4) employee representatives and one (1) staff representative from the Association and five (5) representatives from the County. The Committee shall address issues concerning all departments.
2. The Committee may meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as Safety may be discussed. However, the Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.
3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the Committee Coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

people are needed, a reasonable number may be called to the meeting, subject to their availability.

4. The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed two (2) hours per meeting.

### B. Departmental Labor Management Sub-Committee

1. The parties agree to establish two (2) Labor Management sub-committees: Department of Public Works and the Department of General Services. Each committee is to be composed of a coordinator and four (4) employee representatives and one staff representative from the Association and four (4) representatives from the County.
2. Each sub-committee may meet at least every other month or upon the written request of either party, for the purpose of discussing matters of mutual concern.
3. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as Safety may be discussed. However, the Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.
4. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the Committee Coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number may be called to the meeting, subject to their availability.
5. Meetings. The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed two (2) hours per meeting.

### C. Ad Hoc Labor Management Sub-Committee

1. Ad Hoc Labor Management Sub-Committee may be established for those Departments with employees who are not covered in Section 9.B.1.

The parties agree to establish Ad Hoc Labor Management Committees for all departments not listed above to be convened upon mutual agreement or upon request of the Association to address issues concerning all employees covered by this Agreement.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

2. An Ad Hoc Labor Management Sub-Committee may be convened upon the written request of either party for the purpose of discussing matters of mutual concern.
3. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as Safety may be discussed. However, the Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.
4. The Ad Hoc Labor Management Sub-Committee shall be authorized to meet on County premises and on County time not to exceed two (2) hours per meeting.

### D. Health and Human Services Agency Employees

1. Employees in the Health and Human Services Agency may participate in the Agency's Labor Management Departmental and Facility Committees.
2. One (1) employee representative shall be permitted to attend the Health and Human Services Agency and/or Facility Labor Management Committee meeting.
3. The scheduling and conduct of Health and Human Services Agency and Facility Labor Management Committees shall be subject to the rules and regulations established by the County and the Association.

### Section 10. Employee Recognition Program

Employee recognition programs may be instituted in County departments. The purpose of such programs will be to recognize exemplary employees and improve public service through enhanced motivation. The establishment, disestablishment, administration and regulation of all employee recognition programs shall be at the discretion of the Chief Administrative Officer. Such programs as are established shall not be subject to appeal under the Grievance Procedure of this Agreement.

### Section 11. Drug and Alcohol Use Policy

The County may revise the Drug and Alcohol Use Policy prior to the expiration of this MOA and shall provide an opportunity for the Association to meet and confer over the revised policy.

### Section 12. Alternate Work Schedule Changes

If an employee's alternate work schedule is changed to address performance issues, the employee will be given the reason(s) for the change. The employee will also be given goals to achieve and a time line for resuming their alternate schedule.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

### Section 13. Voluntary Transfers

Performance Appraisals and Disciplinary Actions will be considered on a case by case basis and may be a factor of denial, but will not automatically disqualify an employee for a voluntary transfer.

### Section 14. Probationary Period

All classifications in the CM Bargaining Unit shall have a probationary period of twelve (12) months. Any employee hired into a classification represented in this bargaining unit on or after November 5, 2013, shall serve a 12-month probationary period.

### Section 15. GPS

County vehicles may be equipped with Global Positioning Satellite (GPS) equipment or other equipment which tracks the location, speed, and direction of the vehicle for County documentation, analysis, and use. Information gained from this equipment that evidences that a County employee has violated State law or County policy, may be used to support a corrective or disciplinary action against the employee.

Should the County determine corrective discipline is warranted, the County shall apply the principles of progressive discipline.

Every employee shall be advised that County vehicles may contain GPS equipment that may be used for monitoring and tracking purposes.

The County agrees to meet with the Association to discuss the impacts of GPS guidelines and/or policy for implementing GPS.

## ARTICLE 11. GRIEVANCE PROCEDURE

This grievance procedure shall be applied in resolving grievances filed by employees covered by this Agreement.

### A. Definition

A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is established by this Agreement or by a departmental Policy or Procedure Manual. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;
2. Covered by the Labor Relations Ordinance;

## ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

3. Concerning Performance Reports or informal discipline including counseling, oral warnings, or letters of warning;
4. Concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement or any portion of a departmental Policy or Procedures Manual that relates specifically to wages, hours, and other terms and conditions of employment.
5. Letters of Reprimand shall not be appealable beyond the Department Head and shall not be subject to the arbitration provisions set forth below.

### B. Stale Grievance

A grievance shall be void unless filed in writing within forty-five (45) calendar days from the date upon which the County is alleged to have failed to provide a condition of employment which has been established by this Agreement, or within forty-five (45) calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

### C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and his/her immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself/herself individually, or he/she may request the assistance of a representative, or a steward who has been designated pursuant to Article 2, Section 5, entitled "Stewards" in reducing to writing and formally presenting the grievance.

### D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she shall present the written grievance to his/her immediate supervisor within seven (7) working days after the date upon which the grieving employee informally discussed the grievance with the supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement which is alleged to have been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within seven (7) working days after receipt of the written grievance. If the grievance is not resolved at this level,



## ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

the employee shall have seven (7) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

### E. Grievance to Middle Management

The Middle Manager shall have seven (7) working days in which to review and answer the grievance in writing after receipt. At the employee's option, a grievance meeting shall be held at this level. The employee and his/her representative or steward may be present at and participate in any such meeting. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the written answer within which to file an appeal to the Department Head.

### F. Letters of Reprimand- Labor Relations Review

If a letter of reprimand is appealed and the grievant is not satisfied with the response of the middle management representative pursuant to Section E above, the grievance may be appealed to Labor Relations for review. The Labor Relations Officer shall have seven (7) working days to review the grievance and make a recommendation to the Department Head. This time line may be waived by mutual agreement, or if a meeting needs to be held with the employee and his/her representative. The recommendation shall be sent to the grievant and a copy shall be sent to the employee's Department Head. The grievant shall have seven (7) working days from the date of the Labor Relations letter to file a grievance with the Department Head pursuant to section G below.

### G. Grievance to Department Head

The Department Head, or the Department Head's designee, shall have seven (7) working days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Department Head or the Department Head's designee, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limit at this level may be extended by mutual agreement between the Department Head, or the Department Head's designee, and the employee or his/her representative.

### H. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant and the Department Head, or the Department Head's designee, may by mutual agreement waive review of the grievance at the Middle Management level and proceed to present the grievance to the Department Head.

### I. Binding Arbitration of Grievances

## ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

In the event that the grievance is not resolved by the Department Head, the Association may, within thirty (30) calendar days after receipt of the decision of the Department Head or the Department Head's designee, made pursuant to paragraph F, request that the grievance be heard by an arbitrator.

### J. Informal Review by Labor Relations Office

Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Labor Relations Office shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Labor Relations Office shall have ten (10) work days in which to review and seek adjustment of the grievance.

### K. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Office and the grievant or his/her representative. If the Labor Relations Office and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five qualified arbitrators. The Labor Relations Office and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

### L. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Memorandum of Agreement, or to revise, modify or alter, in any respect, any provision contained in the Agreement.

### M. Payment of Costs

Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half (½) by the County and one-half (½) by the grievant.

## ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

### N. Effect of Failure of Timely Action

Failure of the employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

### O. Association of San Diego County Employees (ASDCE) Rights

1. In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the Association, the County shall make no disposition of a grievance which is inconsistent with the terms and conditions of this Agreement.
2. In the event an employee shall elect to go to arbitration independently, the Association shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its members under the terms of this Agreement.
3. In the event the Association determines that an inconsistent award has been made, the Association, on its own behalf, may file a grievance for the purpose of seeking to amend such disposition.

## ARTICLE 12. EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. However, management shall notify the Association as soon as possible of the nature of the emergency, expected duration and changes made, if any. Emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance which presents an immediate and present danger or hazard to staff, patients, prisoners, the general public or loss of property and which requires immediate implementation of such changes.

## ARTICLE 13. OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum and during the period of time said Memorandum is pending before the Civil Service Commission or the Board of Supervisors for action, neither the Association nor management, nor their authorized representative or any member of its Executive Board will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum in its entirety.

#### ARTICLE 14. AGREEMENT, MODIFICATION, WAIVER

- A. This Memorandum sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Memorandum.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County Board of Supervisors.
- D. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### ARTICLE 15. PROVISIONS OF LAW

This Memorandum is subject to all current and future applicable Federal, State, and local laws, regulations and the Charter of the County of San Diego. All ordinances, rules and regulations enacted by the Board of Supervisors, Civil Service Commission, Labor Relations Ordinance, or other County commission or board having independent rule-making authority shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the provisions of the Memorandum.

If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

If any Article, part or provision of this Agreement will operate to withhold or prohibit the receipt of any State or Federal funds, such Article, part, or provision shall be suspended to the extent that the Article, part or provision operates to withhold or prohibit the receipt of such funds. In such instance, the County and Association will immediately meet and confer to discuss alternative proposals submitted by either party.

## ARTICLE 16. PROHIBITION OF JOB ACTION

Notwithstanding any other provision of this Memorandum of Agreement to the contrary, both parties and each employee in a classification represented by the Association agree that:

- A. The unimpaired continuation of County services is of paramount importance to County residents. Therefore, during the term of this Memorandum of Agreement and for a ninety (90) calendar day period following the expiration of the term of this Memorandum of Agreement or conclusion of the full impasse process (Article IV, Section 4, of the San Diego County Labor Relations Ordinance) whichever occurs later, neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment.
- B. An employee who engages in any activity prohibited in Subsection A herein above, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.
- C. In addition to the administrative adjustments authorized by Subsection B hereinabove, the County reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
- D. If the Board of Supervisors, by majority vote, determines to its satisfaction, that Subsection A hereinabove has been violated by the Association, the County may take such action(s) as it deems appropriate.
- E. The Association, its representatives, and represented County employees shall comply with the provisions of this Memorandum of Agreement and shall make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection A hereinabove, the Association, its representatives, and represented County employees agree to take appropriate necessary steps to assure compliance with this Memorandum of Agreement.
- F. During the period referenced in Subsection A above, the County will not take action to lock out employees covered by this Agreement.

## ARTICLE 17. RE-OPENER PROVISIONS

### A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provisions of this Agreement (with specific reference

## ARTICLE 17. RE-OPENER PROVISIONS (Cont'd)

to Article 14), the Association or the County agree to meet and confer with the other party upon request regarding revisions to Civil Service Rules and procedures and to re-open the following provisions of this Agreement, if necessary:

1. Article 4, Section 1, Wages, except that no employee's wages will be reduced as a result of revisions to Civil Service Rules.

### B. Enterprise Resource Project (ERP) – Modernization of Business Systems

Notwithstanding any other provisions of this Agreement (with specific reference to Article 14), the Association agrees to meet and confer with the County upon request from the County regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open the following provisions of this Agreement, if necessary:

1. Article 4, Section 1, Wages, except that no employee's wages will be reduced as a result of implementation of the Enterprise Resource Project.

### C. Health Plan Task Force

A joint Association-management committee with equal representation of management and the Association shall be established. ASDCE shall have two (2) representatives on this Task Force for the CM unit.

This Task Force shall be a standing committee and will meet on a mutually-agreed upon schedule (at least quarterly) to consider issues of health care delivery to employees.

This Task Force shall study activities which have the potential of limiting health plan costs without shifting costs to workers or otherwise reducing levels of benefits or quality of care. The Task Force shall develop recommendations for measures to hold insurance carriers, administrators and hospitals and physicians more accountable for controlling health care costs.

Any changes to the existing health/life insurance programs would be subject to the meet and confer process. In no event, during the term of this Agreement will there be a reduction in flex credit contribution by the County or change in benefits unless mutually agreed upon by the parties.

## ARTICLE 18. RENEGOTIATION

In the event the Association desires to meet and confer in good faith on the provisions of a successor memorandum, it shall serve upon the County its written request to commence meeting and conferring in good faith, within at least one hundred twenty (120) calendar days prior to expiration date of this MOA. Negotiations shall begin at a

## ARTICLE 18. RENEGOTIATION (Cont'd)

time mutually agreeable to the parties. At the request of either party, the parties shall commence negotiations no later than ninety (90) days prior to the expiration of this memorandum.

## ARTICLE 19. IMPLEMENTATION

This Memorandum constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

- A. The Board of Supervisors acts, by majority vote, formally to approve and adopt said Memorandum.
- B. The Board of Supervisors acts to appropriate the necessary funds required to implement the provisions of this Memorandum which require funding.

The County shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement.

Jointly submitted and recommended this 3<sup>rd</sup> day of December, 2013.

FOR THE COUNTY OF SAN DIEGO:

FOR THE ASSOCIATION OF SANDIEGO COUNTY EMPLOYEES (CM UNIT):



SUSAN BRAZEAU

Director Human Resources, Acting



JEANNINE SEHER

Labor Relations Manager



KAY RYAN, Executive Director



JOANN HOFELICH, President



WALLY GUTIERREZ, Chief Steward




SUSAN HARTNETT



JUSTIN LONG



BRIAN McKEIGHAN



JERRY TORREGROSA



ALLEN WILLIAMS