

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
COUNTY OF SAN DIEGO  
AND THE  
SAN DIEGO COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

**CHILD SUPPORT PROGRAM MANAGEMENT (AM) UNIT  
CHILD SUPPORT PROGRAM ATTORNEY (AS) UNIT  
AND  
DEPUTY DISTRICT ATTORNEYS (DA) UNIT**

**June 26, 2015 through June 21, 2018**

**BOARD OF SUPERVISORS**

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

# TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE #</u>
ARTICLE 1. PREAMBLE .....	5
ARTICLE 2. ASSOCIATION RIGHTS.....	5
Section 1. Recognition .....	5
Section 2. Payroll Deduction and Association Dues.....	6
Section 3. Association Access .....	6
Section 4. Employee Representatives.....	6
Section 5. Use of County Facilities.....	7
ARTICLE 3. NO DISCRIMINATION.....	8
ARTICLE 4. WAGES AND OTHER RELATED ISSUES.....	8
ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION .....	11
Section 1. Hours of Work .....	11
Section 2. Professional Work Day .....	11
Section 3. Temporary Assignment Pay .....	12
Section 4. Calculation of Work Premiums .....	12
Section 5. Bilingual Premium .....	13
ARTICLE 6. PAID LEAVES .....	14
Section 1. Holidays and Holiday Compensation.....	14
Section 2. Vacation .....	15
Section 3. Bereavement Leave .....	19
Section 4. Sick Leave.....	20
Section 5. Injury Leave.....	23
Section 6. Court Leave (Jury Duty) .....	28
Section 7. Educational Leave.....	28
Section 8. Military Leave .....	28
Section 9. Administrative Leave.....	29
Section 10. Catastrophic Leave Program.....	31
Section 11. Professional Time Off.....	32
Section 12. Appeal of Disputes: Paid Leaves.....	33
ARTICLE 7. UNPAID LEAVES .....	33
Section 1. Leave of Absence Without Pay .....	33
Section 2. Family Medical Leave.....	36
ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES.....	38
Section 1. License Reimbursement.....	38
Section 2. Educational-Security Stipend .....	38
Section 3. Mileage and Use of County Cars.....	38

Section 4. Parking and Transportation .....	39
Section 5. Repayment of Specialized Training Expenses .....	41
ARTICLE 9. EMPLOYEE BENEFITS.....	42
Section 1. Retirement.....	42
Section 2. Insurance/Flexible Benefit Plan .....	44
Section 3. Deferred Compensation .....	51
ARTICLE 10. PERSONNEL PRACTICES.....	51
Section 1. Layoff Procedure .....	51
Section 2. Job Sharing .....	56
Section 3. Smoking .....	56
Section 4. Drug and Alcohol Use Policy .....	56
Section 5. Employee Recognition Programs .....	56
Section 6. Probationary Period .....	57
ARTICLE 11. GRIEVANCE PROCEDURE .....	57
ARTICLE 12. AGREEMENT, MODIFICATION AND WAIVER.....	60
ARTICLE 13. PROVISIONS OF LAW .....	61
ARTICLE 14. PROHIBITION OF JOB ACTION .....	61
ARTICLE 15. RE-OPENER PROVISIONS.....	62
ARTICLE 16. IMPLEMENTATION .....	63
ARTICLE 17. DETERMINATION BY THE BOARD OF SUPERVISORS .....	63

## INDEX

<u>ARTICLE TITLE</u>	<u>PAGE #</u>
Administrative Leave .....	29
Agreement, Modification and Waiver.....	60
Allowances for Work-Related Expenditures .....	38
Appeal of Disputes: Paid Leaves .....	33
Association Access .....	6
Association Rights.....	5
Bereavement Leave .....	19
Bilingual Premium .....	13
Calculation of Work Premiums .....	12
Catastrophic Leave Program.....	31
Child Care Vacation Exchange .....	18
Court Leave (Jury Duty) .....	28
Deferred Compensation .....	51
Determination by the Board of Supervisors.....	63
Direct Deposit of Pay Warrants .....	8
Drug and Alcohol Use Policy.....	56
Educational Leave.....	28
Educational Stipend .....	38
Employee Benefits .....	42
Employee Recognition Programs.....	56
Employee Representatives .....	6
Family Medical Leave.....	36
Grievance Procedure .....	57
Holidays and Holiday Compensation.....	14
Hours of Work .....	11
Hours of Work, Premiums and Compensation .....	11
Implementation.....	63
Injury Leave.....	23
Insurance/Flexible Benefit Plan.....	44
Job Sharing .....	56
Layoff Procedure .....	51
Leave of Absence Without Pay .....	33
License Reimbursement.....	38
Mileage and Use of County Cars .....	38
Military Leave .....	28
No Discrimination .....	8
Paid Leaves .....	14
Parking and Transportation .....	39
Payroll Deduction and Association Dues.....	6
Personnel Practices .....	51
Preamble.....	5

Probationary Period.....	57
Professional Time Off.....	32
Professional Work Day.....	11
Prohibition of Job Action.....	61
Provisions Of Law .....	61
Quality First Program .....	10
Recognition .....	5
Re-Opener Provisions.....	62
Repayment of Specialized Training Expenses.....	41
Retirement.....	42
Sick Leave.....	20
Smoking .....	56
Temporary Assignment Pay .....	12
Unpaid Leaves .....	33
Use of County Facilities.....	7
Vacation .....	15
Wages and Other Related Issues .....	8

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BETWEEN THE  
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**CHILD SUPPORT PROGRAM MANAGEMENT (AM) UNIT  
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DEPUTY DISTRICT ATTORNEYS (DA) UNIT**

**JUNE 26, 2015 – JUNE 21, 2018**

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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 San Diego County Deputy District Attorneys Association, hereafter designated as "Association" as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period from 8:00 a.m. on June 26, 2015 through 5:00 p.m. on June 21, 2018 for those employees working in the representation units referred to in Article 2, Section 1 hereof.

**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 Deputy District Attorneys Association was certified on April 17, 1979 as the majority representative of County employees in the Deputy District Attorneys (DA) Unit and on October 12, 2001, pursuant to California Family Code Section 17304, as the representative of County employees in the Child Support Program Management (AM) Unit and Child Support Program Attorneys (AS) Unit. The County of San Diego recognizes the Association as the sole and exclusive representative for the Deputy District Attorney, Child Support Program Attorney and Child Support Program Management representation units, consisting of job descriptions listed in the Appendix of this Agreement and such job descriptions as may be added to the units during the term of this Agreement.

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

### Section 2. Payroll Deduction and Association Dues

In accordance with the rules and regulations of the Auditor and Controller, approved by the Board of Supervisors, it is agreed that Association dues as are properly requested and lawfully permitted shall be deducted by the County from the salary of each employee covered hereby who files with the County a written authorization requesting that such deductions be made. The County shall discontinue deducting such dues upon a written authorization filed by an employee requesting such discontinuance.

### Section 3. Association Access

The Association shall provide and maintain with the County's Labor Relations Division a current list of the names of all authorized representatives of the Association. An authorized representative shall have the right to contact an individual employee represented by the Association in a County facility during the employee's work hours on matters concerning wages, hours and other terms and conditions of employment. Such a representative shall make arrangements with the County official responsible for the operation of the County facility prior to entering the work location of the employee. The Association official shall have the right to make arrangements for a contact location removed from the work area of the employee.

### Section 4. Employee Representatives

#### A. Purpose

The County recognizes the need and affirms the right of the Association to designate employee representatives from the employees in the bargaining unit. It is agreed that the Association, in appointing such employee representatives, does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.

#### B. Role of Employee Representative and Supervisor

The employee representative recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of the work. The employee representative understands that the employee representative function does not relieve the representative from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or Memorandum of Agreement.

#### C. Selection of Employee Representative

The location and number of representatives shall be mutually agreed upon by the appointing authority and the Association. The Association shall reserve the right to designate the method of selection of employee representatives. The Association shall notify the appointing authority in writing of the names of the

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

employee representatives and the area they represent. The appointing authority will be notified in writing by the Association of any subsequent changes regarding employee representatives and who they are replacing.

### D. Duties and Responsibilities of Employee Representatives

The following functions are understood to constitute the complete duties and responsibilities of employee representatives:

1. After obtaining supervisor permission, an employee representative will be permitted to leave his/her normal work area during on-duty time not to exceed four (4) hours per week in order to assist in presentation of a grievance. The representative's workload may be adjusted to the extent the appointing authority feels it is appropriate. To obtain permission to investigate a grievance on on-duty time, the representative shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The employee is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by employee representatives as part of the grievance process. The employee may be represented by an employee representative at such time as a grievance is reduced to writing.
2. If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of services, permission cannot be granted immediately to the employee representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the employee representative was denied permission.

It is agreed that the County shall not attempt to transfer any employee representative of the Association for reasons associated with his/her duties as a representative.

### E. Limitations on Time Off

An employee representative shall not be permitted time off from his/her work assignments for the purpose of conducting general Association business.

## Section 5. Use of County Facilities

County facilities may be made available for use by employees and the Association. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Meetings of an authorized representative of the Association and a



ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

group of employees shall not be permitted during working hours excepting the lunch hour.

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 because of racial or national origin, or because of age or sex or physical handicap.

ARTICLE 4. WAGES AND OTHER RELATED ISSUES

A. Wages

1. **Fiscal Year 2015-2016:** 2% wage increase effective June 26, 2015.
2. **Fiscal Year 2016-2017:** 2% wage increase effective June 24, 2016.
3. **Fiscal Year 2017-2018:** 2% wage increase effective June 23, 2017.
4. **One-time payment:** All regular employees shall receive a one-time monetary payment equivalent to 1% of the employee's annual salary effective June 23, 2017.

To be eligible for this payment, the employee must have paid service in FY 2016/2017. This payment will be included in their regular paycheck. An employee is not eligible to receive the one-time payment if they are no longer employed by the County on the date of payment.

An employee shall not be entitled to the one-time monetary payment above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year.

B. Direct Deposit of Pay Warrants

All employees 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 and Controller.

C. Employed July 1, 1974 or subsequently

Subject to the provisions of E and F below, every employee in the Classified Service, employed on July 1, 1974, or subsequently, having a permanent or interim appointment as a result of blanketing-in, suspension of competitive

#### ARTICLE 4. WAGES AND OTHER RELATED ISSUES (Cont'd)

examination or certification from an eligible list, who has served in his/her class for at least twenty-six (26) weeks at the 1 step or at least fifty-two (52) weeks at the 2, 3 or 4 steps, 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.

Every employee promoted or hired on or after June 28, 2013, who has served in his/her class for at least fifty-two (52) weeks at step 1, 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.

#### D. Step Advancement Transition Plan

Effective June 21, 1996, newly hired employees and employees who receive a step advancement pursuant to paragraphs C or D of this Section, shall at the time of appointment for newly hired employees and at the time the step advancement becomes effective for employees receiving step advancements, be subject to the provisions of paragraph F of this Section for purposes of any further step advancements.

#### E. Performance-Based Step Advancement

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. The department has the affirmative duty to provide the employees with evaluations; however, failure by the department to provide required performance evaluation shall not be the basis for the denial of step advancement.

Pursuant to Civil Service Rule 5, 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. 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 Civil Service Rule 5.1.6 shall be available to employees who have been rated below standard and thereby denied a step increase. The parties agree to discuss and formulate final language for a supplemental appraisal process.

ARTICLE 4. WAGES AND OTHER RELATED ISSUES (Cont'd)

F. Quality First Program

A "Quality First" performance-based incentive plan may be instituted in County departments. The purpose of Quality First will be to ensure the achievement of quality service and customer satisfaction.

The establishment, disestablishment, administration and regulation of "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.

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

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 fifty-fifty (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

Employee Eligibility Criteria:

To be eligible to participate in the Quality First Program requires that, during each applicable plan year:

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

ARTICLE 4. WAGES AND OTHER RELATED ISSUES (Cont'd)

defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION

Section 1. Hours of Work

This Article establishes the County standard for hours of work. Biweekly compensation prescribed in the Appendix is based on a full-time schedule of eighty (80) working hours in each biweekly pay period. Paid time is standard duty hours worked plus any paid leave.

Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per pay period, or for any other period of time.

Work Periods

Standard Work Day: The standard work hours are 8:00 a.m. to 5:00 p.m. exclusive of a one-hour unpaid lunch period. Hours worked which deviate from this standard are defined as "non-standard" work hours. The standard work day is eight (8) consecutive hours of work, exclusive of the lunch period, in a consecutive twenty-four (24) hour period. Work days which deviate from this standard are considered as "non-standard" work days.

Payroll Period: The payroll period begins on the Friday which is the first day of the pay period and ends on the Thursday which is the last day of the pay period, and consists of ten (10) standard work days and four (4) days of rest during the fourteen (14) consecutive day payroll period.

Standard Work Period: The standard work period consists of two (2) five-day work weeks for a total of ten (10) standard work days which total eighty (80) hours and includes four (4) days of rest, consisting of two (2) two-day rest periods during the payroll period described above.

Section 2. Professional Work Day

The County recognizes the professionalism of the employees represented by the Association. Such salaried employees current compensation includes compensation for periods of authorized absence from work of less than one (1) full regularly scheduled work day and such absences shall not be charged against any leave balances.

Absences from work for less than one (1) full day require pre-approved authorization, either orally or in writing, by the Appointing Authority or the Appointing Authority's

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

designee. Under extenuating circumstances, authorization must be obtained immediately following the absence.

### Section 3. Temporary Assignment Pay

When the appointing authority determines it is necessary to cover a position from which the incumbent is absent or which is temporarily vacant for any reason, the appointing authority may assign an employee in a lower class to temporarily perform the duties of the vacant position in a higher class in accordance with the following:

- A. The Director, Department of Human Resources, has approved the appointing authority's temporary assignment.
- B. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.
- C. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class.
- D. The assignment must be for over four (4) weeks, but must not exceed twenty-six (26) weeks.
- E. The employee so assigned shall be compensated by receiving, in addition to the base rate of compensation which has been established for his/her current class, a "bonus rate". This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class.
- F. The amount of the "bonus rate" in Section 3.E is determined by:
  1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or
  2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one (1) step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent or more when rounded to the nearest tenth of a percent.

### Section 4. Calculation of Work 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

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

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.

Premiums so designated shall be paid for time worked only and shall not be applied toward paid time off or to terminal payoff.

Section 5. Bilingual Premium

The appointing authority may require a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is thirty-two dollars and thirty cents (\$32.30) biweekly. 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 eighty (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 sixteen dollars and fifteen cents (\$16.15) biweekly. 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 eighty (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 6. PAID LEAVES

### Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

1. Independence Day, 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. Dr. 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 the Admissions Day and Columbus Day holidays, 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 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 or floating holiday time 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,

ARTICLE 6. PAID LEAVES (Cont'd)

which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10<sup>th</sup>) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

C. 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<sup>th</sup>) 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.

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

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

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 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	4.615% of working hr.	96 hrs/12 work days
5 to 15	6.548% of working hr.	136 hrs/17 work days
15 or more	8.461% of working hr.	176 hrs/22 work days



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

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.

### C. Granting Requests, Schedules

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.

Vacation schedules shall be arranged with particular regard to the needs of the service, and an employee may be required to use vacation for operational or other needs of the department.

### D. Maximum Allowable Accumulation

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 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.

### 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:

1. The employee's vacation balance has exceeded an amount equal to eighty percent (80%) of his/her Maximum Balance; and

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

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 Case Load Exception

Notwithstanding Section 2.E (3) above, an employee who is assigned to a major, complex, high profile case for which the trial or trial 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 biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

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

All employees shall participate in the County's 401(a) Terminal Pay 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. Child Care Vacation Exchange

Vacation credits may be transferred by an employee to his/her spouse or Registered Domestic Partner if the employee is married to, or a Registered Domestic Partner of, another employee in this unit and such couple are the parents of a child or are jointly adopting a child, for the purposes of maternity leave or child care purposes, 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:

1. Transfers shall be allowed between married couples or between Registered Domestic Partners in the Deputy District Attorneys Association only for the purposes stated above.
2. The receiving employee is required to be absent from work due to the birth of a child or due to the joint adoption of a child or for child care purposes.
3. Each transfer must be for a minimum of eight (8) hours and in whole hour increments thereafter.
4. The total vacation credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by his/her appointing authority, the total vacation credits may be up to one thousand and forty (1,040) hours. Total vacation 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.

ARTICLE 6. PAID LEAVES (Cont'd)

5. The transfers are irrevocable, and will be indistinguishable from other vacation credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
6. The 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 employees and the appointing authority will be provided for on each form.
7. This program is not subject to the Grievance Procedure of the Memorandum of Agreement between the County of San Diego and the Deputy District Attorneys Association of San Diego County.
8. Transferred vacation credits will be converted according to the following formula:

$$\frac{\text{Donated Hours x Donor's Hourly Pay Rate}}{\text{Recipient's Hourly Pay Rate}} = \text{Hours Received}$$

J. 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

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.

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

### 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 close 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 fifty-two (52) hours of paid sick leave in a twelve-month period for the purpose of caring for a member of his/her immediate family (as defined in paragraph C below) who is ill or injured. In addition, if an employee requests paid sick leave in excess of fifty-two (52) 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 may be granted by the appointing authority. The appointing authority may require 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 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 equivalent sick leave accrual for full-time employees over one (1) year (26 pay periods) is one hundred four (104) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth (1/10<sup>th</sup>) of one (1) hour, up to a maximum of four (4) hours, at the beginning of the pay period following the one in which it was earned.

#### 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

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

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<sup>th</sup>) of one (1) 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 five (5) 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 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. All employees shall participate in the County's 401(a) Terminal Pay 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

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

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

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

- a. Receive their full cash payment under Section 4.F and then convert their remaining eligible hours under Section 4.G.
- b. Waive receiving full cash payment under Section 4.F and convert their eligible hours under 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 2. below, upon separation from County Classified Service, or upon changing from a biweekly rate to other than biweekly rate of pay.

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

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.

### K. Reserve Sick Leave Credit

At time of hire, an employee is credited ten (10) days reserve sick leave pending normal accrual during the first year of employment.

## Section 5. Injury Leave

Injury leave is paid leave granted to a biweekly employee while 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 percent (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;



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

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 the 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 written County or Departmental rules, policies, and procedures, in addition to California Occupational Safety and Health Act (CAL-OSHA) regulations, which relate to prevention of injury in the County work environment.
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: Those 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.

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

### C. Request

Each request for injury leave shall be submitted to the employee's appointing authority immediately after medical treatment is obtained 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 in writing, if injury leave is denied.

### E. Appeal

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 wherein the Director allegedly erred.

Selection of Arbitrator. The Risk Management Division will maintain a list of qualified neutral arbitrators from the Superior Court Arbitrator Personal Injury Panel. The Risk Management Division will assign an arbitrator in rotation from the Superior Court Injury Panel to hear the appeal. The arbitrator shall be determined by assigning names from the Panel in alphabetical rotation. 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

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

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 (½) by the County and one-half (½) by the appellant.

### 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 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 seven hundred twenty (720) aggregate hours for the particular injury.
3. If, subsequent to the granting of injury leave for a period of less than seven hundred twenty (720) aggregate hours, it appears that leave should be granted for an addition 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, provided that the total duration of the original and additional injury leave shall not exceed that specified in 2 above.
4. In no event shall any injury leave exceed a total of seven hundred twenty (720) aggregate hours, extend beyond five (5) years from the date of the initial injury, or 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.

### 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

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

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 balances, 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. Leave Pursuant to Labor Code Section 4850

Leave of absence without loss of salary pursuant to Section 4850 of the Labor Code (Active Law Enforcement Service) is the counterpart of injury leave. No employee receiving paid leave pursuant to Section 4850 shall be entitled to injury leave.

### J. 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 the 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 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 Worker's Compensation.

### K. 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

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

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 the 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. Duration of Leave

Leave is granted for the time the employee is in attendance at court together with reasonable travel time between court and the employee's work location. If attendance at court is for less than a full day, the employee is to return to work, provided that adequate time exists prior to the end of the employee's regular work shift for the employee to so return.

### Section 7. Educational Leave

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 position.

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

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.

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

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

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. 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

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 (1) or both of the following two (2) 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 or may contribute 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 Section 9, 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 Section 9.C (1) or C (2) above, by

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

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 9.C above, are, as a result of the Skelly hearing, 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

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 to the Payroll & Travel Accounting 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 must be memorialized in writing which shall be provided to the employee upon the employee's return to duty. A copy of this notice shall be sent to the Director and to the Payroll & Travel Accounting 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 9.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. The

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

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 end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and to the Payroll & Travel Accounting 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, or conclusion of the criminal investigation period if extended, the employee shall return to duty, unless:
  - 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 10. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one (1) 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 for a minimum of four (4) hours and in whole hour increments thereafter.
- C. Transfers shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.
- D. The total maximum leave credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand forty



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

(1,040) hours. Total leave credits in excess of one thousand 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 authority (in the case of an interdepartmental transfer) will be provided for on such form.
- H. This program is not subject to the Grievance Procedure of this Agreement.

## Section 11. Professional Time Off

At the discretion of the Appointing Authority and in accordance with any guidelines the Appointing Authority may issue, an employee may be granted professional time off not to exceed a maximum of one hundred twenty(120) hours per fiscal year. The Appointing Authority's decision on whether to grant professional time off shall be based on an employee's overall workload associated with assigned projects and caseload. Professional Time Off:

1. Must be approved by the Appointing Authority or the Appointing Authority's designee, either orally or in writing, prior to the commencement of the leave.
2. Shall be limited to a cumulative maximum of one hundred twenty (120) hours in a fiscal year.
3. Shall be limited to increments of eight (8) hours, which shall constitute a full workday.
4. Shall not accumulate or be earned as a matter of right.
5. Has no cash value and is ineligible for terminal payoff.

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

### Section 12. 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.

## 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 of 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.
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.

While on this additional leave, the employee shall have the right to the first vacancy in the class in the department.

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

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

4. Leave without pay for good cause, other than illness, up to twenty-six (26) biweekly pay periods. 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. At the expiration of this leave, if an employee is not offered an opportunity to return to the same class in the same department, the employee 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 to 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 have resigned on the date designated by the Director.

### E. Special Leave

Notwithstanding any other provision of this Article, the appointing authority, for good cause, may grant a permanent employee a voluntary leave of absence without pay with right to return for a maximum of twenty-six (26) biweekly pay periods. Leave pursuant to a sabbatical leave program approved by the Appointing Authority shall be considered leave for good cause.

### F. Voluntary Furlough (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

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

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 (1) regular pay period for the eligible employee.
4. Credits toward sick leave, vacation 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 work day before as well as the entire work day after the work furlough days.
7. Employees on other leave without pay shall not be eligible for work furlough.

### G. Voluntary Furlough (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 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 rating 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 employee, if still physically fit, may fill the first vacancy which occurs in the same class.

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

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.

### H. 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.

## Section 2. Family Medical Leave

### A. Definition

Family Medical Leave is unpaid time off which may be granted to an eligible employee. 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 are eligible for FML and who meet all the eligibility requirements of the FMLA or the CFRA.

### C. Conditions

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

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".
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 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 4.3.12.
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.
9. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does

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

not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12

## 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.

#### A. California Bar Fee Reimbursement

Employees in Classes 3915, 3916, 3917, 3923, 3924, 3925, 3926, 3927, 3928, or 3929 who are required by the State Bar Association to be an active member of the California Bar in order to practice law on behalf of the County and is prohibited by Section 604 of the Charter from private practice while employed in such class, shall be reimbursed by the County for such annual active California Bar membership fee.

#### B. California District Attorneys Association (CDAA) Dues

An employee in a class set forth in A. immediately above, who is or becomes a member of the CDAA, shall be reimbursed by the County for the CDAA annual membership fee of up to fifty dollars (\$50).

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.

### Section 2. Educational-Security Stipend

Eligible employees in the Deputy District Attorney and Child Support Program Attorney classifications shall receive an annual stipend of two thousand five hundred dollars (\$2,500) for professional and security expenses. The County shall, on the payday for Payroll 03 of each year, pay such a stipend, included within the payroll check for that time period, to employees who are in job classifications in the AM, AS and DA units in Payroll 02 of that year.

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

#### A. Mileage

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

Employees certified by the department head as required to travel on business for the County and who have been duly authorized to use, and uses, a privately-owned automobile or truck, shall be allowed and 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.

### B. Use of County Cars

An employee, when required to travel on business for the County, shall be given an option to use a County-provided vehicle, subject to availability, or a privately-owned vehicle.

In the event that a gasoline rationing/allotment program is mandated by Federal or State action, it is not the County's intent to require an employee to use his or her personal allocation for County business without the employee's consent.

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 supports 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 action 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.

## 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. County-owned vehicles
4. Official County business - transient
5. County employees who participate in carpools



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

6. County employees who do not participate in carpools.

An employee who participates in carpools (2 or more persons per vehicle, 4 days per week minimum) shall be entitled to preferential parking spaces, when available.

At the County's request, this section may be re-opened during the term of this Agreement.

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

The County shall reimburse or provide a discount for 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:

1. Up to eighty-five dollars (\$85.00) 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 after 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; and
2. Effective June 28, 2013, two hundred dollars (\$200) reimbursement per month for each eligible employee who incurs parking expenses (excludes on-street, metered parking) 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.
4. Employees who receive a transit and parking reimbursement, the total shall not exceed two hundred dollars (\$200).

Applicable work locations for 2) through 5) above: San Diego Courthouse, Hall of Justice and Jail, and the Wells Fargo Building and other locations certified to the Assistant Chief Financial Officer/Auditor and Controller by the Chief Administrative Officer. Eligibility for 2) through 5) above is to be determined through certification by the appointing authority that the employee has incurred expenses under the conditions stated above in at least the amount specified, subject to the rules and regulations of the Auditor and Controller. The administration of transit passes shall be subject to the rules and regulations of the Auditor and Controller.

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

Section 5. Repayment of Specialized Training Expenses

- A. The County may recover specialized training expenses from an employee who terminates employment within one (1) 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 five hundred dollars (\$1,500) for any single training session or related series of training sessions will be reimbursed to the County if the employee terminates prior to one (1) year for any reason other than death, disability retirement or judicial appointment.
- 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.

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.

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 but before August 27, 2009, 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 exercised the right to "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.

The employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

The implementation of retirement benefit changes in this proposal is subject to the condition imposed by applicable County retirement laws under Government Code sections 31644.1 et. seq. and 31676.17 et. seq. which require that such changes may only be implemented when such retirement benefit changes for active general or safety members represented by the Association are implemented for all active County general or safety members, respectively.

\*Retirement:

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Except as otherwise stated below (Tier C) or otherwise provided by State law, retirement benefits for employees hired on or after August 28, 2009 shall be "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 otherwise provided by State law, any eligible employee who becomes a New Member, as defined by Government Code section 7522.04, on or after January 1, 2013 shall be placed in Tier C.

Tier C shall consist of the following benefits:

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. Notwithstanding the above, unless modified by subsection A.2 herein below, the County will offset a portion of the employee's prescribed rate. The County shall, therefore, contribute a portion as described below, of each employee's prescribed amount, but no more than the employee's established rate. In the event that the employee's rate is less than the portion described below, the employee shall not be credited with the difference. Upon termination, employees shall have no vested right in the amount of the retirement funds contributed by the County on their behalf.

Tier A:

More than 5 years: 3%  
Less than 5 years: .75%

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

**Tier B:**

More than 5 years: 2%  
Less than 5 years: .25%

**Tier C:**

No Offset.

2. Effective the final pay period in FY 2016/2017, all retirement offset shall be eliminated.

**Effective June 9, 2017,** the final pay period in FY 2016-2017, all employees shall receive a wage increase of 2% as an even exchange with parity for the remaining offset elimination. The parties have determined this provision is cost neutral to the County.

3. a. Further, upon completion of five (5) full years of continuous service in the County retirement system, the employee shall receive the full retirement offset, in which case, subsection A.1. hereinabove shall apply.
- b. Notwithstanding subsection A.2.a. hereinabove, the County has the right to:
- i. determine which classification(s), if any, shall be exempted from provision A.2.a.;
  - ii. implement such exemption determinations as the County deems advisable.

C. **Renegotiation**

The County and the Association acknowledge and agree that all provisions of this Agreement, and specifically including Article 9, Section 1, Retirement, and Article 9, Section 1.A, Retirement Offset, together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement.

**Section 2. Insurance/Flexible Benefit Plan**

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 (½) time or more (40 hours or more in an 80-hour biweekly

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits plans.

A. Flexible Benefits Plan

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

1. Plan Design. The flexible benefits plan is a cafeteria-style benefits program wherein the County will make a contribution toward the Flexible Benefits Plan for each eligible employee to be allocated during the employee's active employment. The County contribution is to be 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:

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

- 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 and who submits satisfactory “proof of health insurance” coverage 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 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.” The employee must submit the affidavit to the Employee Benefits Division of the Department of Human Resources. 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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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 per month 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, 2015: 5% Increase for employee Only, 7% Increase for Employee +1, 9% Increase for Employee +2 or More

	<b>Per Month</b>	<b>Approximate* Annual</b>
Employee Only	\$502.00	\$6,024.00
Employee + 1	\$739.00	\$8,868.00
Employee +2 or More	\$1,065.00	\$12,780.00

Effective January 1, 2016: 5% increase

	<b>Per Month</b>	<b>Approximate Annual</b>
Employee Only	\$527.00	6,324.00
Employee + 1	\$776.00	\$9,312.00
Employee + 2 or More	\$1,118.00	\$13,416.00

Effective January 1, 2017: 5% Increase

	<b>Per Month</b>	<b>Approximate Annual</b>
Employee Only	\$553.00	\$6,636.00
Employee + 1	\$815.00	\$9,780.00
Employee +2 or More	\$1,174.00	\$14,088.00



ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Effective January 1, 2018: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$581.00	\$6,972.00
Employee + 1	\$856.00	\$10,272.00
Employee +2 or More	\$1,233.00	\$14,796.00

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 by Employee Benefits 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 hire will be automatically enrolled in the County's least costly 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 Health Insurance Coverage During Leaves of Absence
- a. Life Insurance. Employees on leave without pay for any reason, including suspension, may continue their health and life insurance coverage for up to six (6) full months.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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 of the end of the month. In the event an employee who is on leave without pay does not pay premiums in advance, 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. In accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 (Pub. L. 99-272), employees may also continue their health, dental and/or vision 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 entitled to re-enroll 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 Employee Benefits. 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 two percent (102%) of the 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 (1) month in advance.

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

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

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 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.

The administration of these benefits is subject to the rules and requirements of the Department of Human Resources.

### B. Life Insurance

1. The County’s Flexible Benefits Plan shall include, as “Core Benefits”:
  - a. A Life Insurance Policy of one (1) times the employee’s annual salary up to two hundred thousand dollars (\$200,000) maximum and fifty thousand dollars (\$50,000) minimum. At age seventy (70), this will be reduced by forty percent (40%) and at age seventy-five (75) by sixty percent (60%).
  - b. An Accidental Death & Dismemberment policy of one (1) times base annual pay up to two hundred thousand dollars (\$200,000) maximum and fifty thousand dollars (\$50,000) minimum. The coverage under this policy is available no matter where or when the accident occurs. At age seventy (70), the coverage will be reduced by forty percent (40%) and at age seventy-five (75) by sixty percent (60%).
  - c. Disability Insurance. Coverage of two-third (2/3) of employee's salary up to 12 thousand dollars (\$12,000) per month. Benefits are to start thirty (30) days after disability and continue to age sixty-five (65) or until disability ends. For disabilities commencing between age sixty (60) and seventy (70), the benefits duration is decreased slightly for each year of increased age; benefits cease at age

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

seventy (70). Benefits are integrated with Social Security, Worker's Compensation, and Retirement Disability plans.

- d. The County shall provide the insurance plans described in items a, b, c, and d in Section 2.B "Life Insurance", subsection 1 hereinabove, for each eligible employee at no expense to the employee.

### Section 3. 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. 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 employee who should be first laid off in accordance with this procedure.

#### B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Civil Service Commission, upon finding that it is in the public interest, 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 Civil Service Commission has authorized the layoff.

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

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

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

representative 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 fifteen (15) 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

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

authority's discretion. Employees on leave shall be laid off or demoted in lieu of layoff as if they were active employees.

F. Seniority

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 July 1, 1985 ("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 June 21, 1985, or implementation of this procedure, whichever is later. 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 (a) above, or implementation of this procedure, whichever is later.
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.

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

### 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.

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 two (2) 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 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.



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

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.
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 two 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 2. Job Sharing

Requests for job sharing may be submitted to the appointing authority who will consider them on a case-by-case basis.

### Section 3. 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 4. 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 5. Employee Recognition Programs

Employee recognition programs may be instituted in County departments. The purpose of such programs will be to recognize exemplary employees and improve public

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

services 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 the Agreement.

### Section 6. Probationary Period

All classifications in the DDAA Bargaining Units shall have a probationary period of twelve (12) months. Any employee hired into a classification represented in this bargaining unit on or after the date adopted by the Board of Supervisors, shall serve a 12 month probationary period.

## ARTICLE 11. GRIEVANCE PROCEDURE

### A. Definition

A grievance is defined as an allegation by an employee that the County has failed to provide a condition of employment which is established by a resolution of the Board of Supervisors, the County Charter, by ordinance, or by this Memorandum of Agreement as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the appointing authority or the County.

This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;
2. Covered by the Labor Relations Ordinance;
3. Concerning Performance Reports, or informal discipline including counseling, oral warnings, and letters of warning;

### B.

1. Letters of Reprimand shall be subject to a limited grievance procedure which shall not extend beyond the Appointing Authority and shall not be subject to the arbitration provisions set forth below. The Appointing authority may choose to designate this responsibility to another neutral to hear the matter. If a charge(s) are proven to be false, such charge(s) shall be removed from the final document.
2. Written letters of reprimand and letters of warning may be rebutted by the employee in writing. Any written rebuttal submitted by the employee shall be appended to the letter of reprimand or warning and included in the personnel file.

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

### C. Departmental Review and Adjustment of Grievances

The following is the procedure to be followed in the resolution of grievances:

1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of Paragraph C and may thereafter file a grievance in writing with his/her immediate supervisor within seven (7) working days after the date of such informal discussion. Within seven (7) working days after the receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal to the appointing authority.
3. An appointing authority shall have seven (7) working days in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the appointing authority, a hearing is required at this step and the employee and his/her representatives shall have the right to be present at and participate in such hearing. The time limit at this step may be extended by mutual agreement between the appointing authority and the employee or his/her representative.

The Association may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by a resolution or ordinance of the Board of Supervisors, by the County Charter, or by state law or by this Memorandum of Agreement as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the department head or the County.

### D. Arbitration of Grievances

In the event that the grievance is not resolved at Step 3 of Paragraph C herein, the grievant or his/her representative may, within thirty (30) days after receipt of the decision of the appointing authority made pursuant to said Paragraph C, request that the grievance be heard by an arbitrator.

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

### E. Informal Review by Labor Relations Division

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

### F. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Division representative and the employee or his/her representative. If the Labor Relations Division's representative and the employee or his/her representative is 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 (5) qualified arbitrators. The Labor Relations Division and the employee or his/her representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

### G. 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 advisory to the parties. The arbitrator shall have no power to amend this Memorandum of Agreement, a resolution or ordinance of the Board of Supervisors, the County Charter, state law nor to recommend such an amendment.

### H. 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.

### I. Effect of Failure of Timely Action

Failure of the employee to file an appeal within the required time period at any step 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.

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

### J. Limitation on Stale Grievances

A grievance shall be void unless filed in writing within twenty-one (21) calendar days from the date upon which the County has allegedly failed to provide a condition of employment or within twenty-one (21) calendar days from the time at which an employee might reasonably have been expected to have learned of the alleged failure to provide.

Grievances that include money relief shall be limited to losses incurred during the twenty-one (21) days pre-filing period plus any period of time in which it was not reasonable that the claim would have been discovered, and any period of time after the filing of the grievance if the failure to provide a condition of employment continued.

### K. Exclusion of Non-recognized Organization

In those cases in which an employee elects to represent himself/herself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this Memorandum of Agreement. In the event the Association shall determine that such inconsistent award has been made, the Association, on its own behalf, may file a grievance pursuant to Paragraph C.3 of this Article for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under Paragraph D hereof, the Association may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

## ARTICLE 12. AGREEMENT, MODIFICATION AND 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

## ARTICLE 12. AGREEMENT, MODIFICATION AND WAIVER (Cont'd)

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 13. PROVISIONS OF LAW

If any provision of this Memorandum is invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby.

## ARTICLE 14. 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 during the course of the meet and confer process necessary to conclude a successor Agreement to this Memorandum of Agreement, inclusive of completion of the full impasse process (Article IV, Section 4, of the San Diego County Labor Relations Ordinance), not to exceed one hundred eighty (180) days from the declaration of impasse or from the expiration of this Memorandum of Agreement, or from any other extensions agreed to by the parties which may extend the period beyond one hundred eighty (180) days, 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 an activity prohibited in Paragraph 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.

## ARTICLE 14. PROHIBITION OF JOB ACTION (Cont'd)

- C. In addition to the administrative adjustments authorized by Paragraph 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 Paragraph A hereinabove has been violated by the Association, the County may take reasonable action(s), exclusive of decertification, against the Association.
- 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 Paragraph A hereinabove, the Association, its representative, and represented County employees agree to take appropriate steps necessary to assure compliance with this Memorandum of Agreement.

## ARTICLE 15. RE-OPENER PROVISIONS

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request regarding revisions to Civil Service Rules and procedures and to re-open those provisions of this Agreement which may be affected, except that no employee's classified status will be changed as a result of revisions to Civil Service Rules.

### B. Health Plan Task Force

In the event that a health provider bidding program results in benefit modifications or if other benefit modifications are necessary during the term of this Agreement, and notwithstanding any other provision of this Agreement (with specific reference to Article 12), Article 9, Section 2 entitled "Insurance/Flexible Benefits Plan" shall be re-opened.

The County will continue a Task Force of employee representatives and managers to discuss health care options.

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon

ARTICLE 15. RE-OPENER PROVISIONS (Cont'd)

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 those provisions of this Agreement which may be affected.

ARTICLE 16. 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.

ARTICLE 17. DETERMINATION BY THE BOARD OF SUPERVISORS

This Memorandum is hereby submitted to the San Diego County Board of Supervisors by the Labor Relations Division and the Association for the Board's consideration and approval. Upon approval, this Memorandum shall become binding upon the County, the Association and all of the employees in the representation unit covered by this Memorandum

Jointly submitted and recommended this 26 day of June, 2015.

FOR THE COUNTY OF SAN DIEGO:

FOR THE SAN DIEGO COUNTY  
DEPUTY DISTRICT  
ATTORNEYS ASSOCIATION  
(AM, AS & DA UNITS):



BRAD RANKIN  
Deputy Director, Human Resources

  
STEVEN J. WALTER, President