

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

**DEPUTY COUNTY COUNSEL (CC) UNIT  
AND  
SENIOR DEPUTY COUNTY COUNSEL (CS) UNIT**

**JUNE 23, 2022 – JUNE 23, 2025**

**BOARD OF SUPERVISORS**

District 1 - Nora Vargas  
District 2 - Joel Anderson  
District 3 - Terra Lawson-Remer  
District 4 - Nathan Fletcher  
District 5 - Jim Desmond

## TABLE OF CONTENTS

<b><u>PROVISION</u></b>	<b><u>PAGE #</u></b>
ARTICLE 1. PREAMBLE .....	6
ARTICLE 2. ASSOCIATION RIGHTS .....	6
Section 1. Recognition .....	6
Section 2. Payroll Deduction and Association Dues .....	6
Section 3. Association Access .....	7
Section 4. Employee Representatives .....	7
Section 5. Use of County Facilities .....	9
Section 6. Notice of New Employee and Orientation .....	9
ARTICLE 3. NO DISCRIMINATION .....	9
ARTICLE 4. SALARIES .....	9
Section 1. Salaries .....	9
Section 2. Direct Deposit .....	10
Section 3. Appointments .....	10
Section 4. Advancement Within Salary Range .....	10
Section 5. Quality First Program .....	12
ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION .....	14
Section 1. Hours of Work .....	14
Section 2. Salaried Status .....	15
ARTICLE 6. PAID LEAVES .....	15
Section 1. Holidays and Holiday Compensation .....	15
Section 2. Vacation .....	17
Section 3. Bereavement Leave .....	21
Section 4. Sick Leave .....	21
Section 5. Injury Leave .....	25
Section 6. Court Leave (Jury Duty) .....	29
Section 7. Educational Leave .....	30
Section 8. Military Leave .....	30
Section 9. Administrative Leave .....	31
Section 10. Catastrophic Leave Program .....	33
Section 11. Professional Time Off .....	34
Section 12. Employee Poll Worker Program .....	34
Section 13. Appeal of Disputes: Paid Leaves .....	35
ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY .....	36
Section 1. Leave Without Pay With Right of Return .....	36

Section 2.	Leave Without Pay Without Right of Return .....	37
Section 3.	Leave Without Pay - Staff to Elected Official .....	37
Section 4.	Cancellation of Leave Without Pay .....	37
Section 5.	Voluntary Furlough (Short Term).....	37
Section 6.	Voluntary Furlough (Long Term) .....	38
Section 7.	Family Medical Leave .....	39
Section 8.	Appeal of Disputes: Unpaid Leaves .....	40
ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES .....		40
Section 1.	Mileage and Use of County Cars .....	41
Section 2.	Parking and Transportation .....	41
Section 3.	Repayment of Specialized Training Expenses .....	42
Section 4.	Bar Fees .....	43
Section 5.	Annual Professional Stipend .....	43
ARTICLE 9. EMPLOYEE BENEFITS.....		44
Section 1.	Retirement .....	44
Section 2.	Insurance/Flexible Benefit Plan.....	46
Section 3.	Deferred Compensation .....	52
ARTICLE 10. PERSONNEL PRACTICES.....		52
Section 1.	Layoff Procedure.....	52
Section 2.	Smoking.....	57
Section 3.	Drug and Alcohol Use Policy.....	57
Section 4.	Job Sharing.....	57
Section 5.	Employee Recognition Programs.....	57
ARTICLE 11. GRIEVANCE PROCEDURE .....		58
Section 1.	Definition .....	58
Section 2.	Stale Grievance.....	58
Section 3.	Informal Discussion with Employee's Supervisor .....	58
Section 4.	Formal Written Grievance to Employee's Supervisor.....	58
Section 5.	Grievance to Appointing Authority.....	59
Section 6.	Advisory Arbitration of Grievances .....	59
Section 7.	Informal Review by Labor Relations Office .....	59
Section 8.	Selection of Arbitrator.....	59
Section 9.	Duty of Arbitrator .....	60
Section 10.	Payment of Costs.....	60
Section 11.	Effect of Failure of Timely Action.....	60
Section 12.	Exclusion of Non-recognized Organization .....	60
ARTICLE 12. EMERGENCY .....		61
ARTICLE 13. AGREEMENT, MODIFICATION AND WAIVER.....		63
Section 1.	Agreement .....	64
Section 2.	Waiver .....	64
Section 3.	Meet and Confer .....	64

Section 4. Modification .....	64
ARTICLE 14. PROVISIONS OF LAW .....	64
ARTICLE 15. PROHIBITION OF JOB ACTION .....	64
ARTICLE 16. IMPLEMENTATION .....	65
ARTICLE 17. RE-OPENER PROVISIONS.....	65
ARTICLE 18. RENEGOTIATION AND FUTURE EQUITY PROCESS.....	66
ARTICLE 19. DETERMINATION BY THE BOARD OF SUPERVISORS .....	66

## INDEX

<b><u>ARTICLE TITLE</u></b>	<b><u>PAGE #</u></b>
Administrative Leave .....	31
Advancement Within Salary Range.....	10
Advisory Arbitration of Grievances .....	59
Agreement.....	63
Agreement, Modification and Waiver .....	63
Allowances for Work-Related Expenditures .....	40
Annual Professional Stipend .....	43
Appeal of Disputes: Paid Leaves .....	35
Appeal of Disputes: Unpaid Leaves .....	40
Appointments .....	10
Association Access .....	7
Association Rights.....	6
Bar Fees.....	43
Bereavement Leave .....	21
Cancellation of Leave Without Pay .....	37
Catastrophic Leave Program.....	33
Court Leave (Jury Duty) .....	29
Deferred Compensation .....	52
Determination by the Board of Supervisors.....	66
Direct Deposit.....	10
Drug and Alcohol Use Policy.....	57
Duty of Arbitrator .....	60
Educational Leave.....	30
Effect of Failure of Timely Action.....	60
Emergency .....	61
Employee Benefits .....	44
Employee Poll Worker Program .....	34
Employee Recognition Programs.....	57
Employee Representatives .....	7
Exclusion of Non-recognized Organization .....	60
Family Medical Leave .....	39
Formal Written Grievance to Employee's Supervisor .....	58
Grievance Procedure .....	58
Grievance Procedure, Definition of .....	58
Grievance to Appointing Authority.....	59
Holidays and Holiday Compensation .....	15
Hours of Work .....	14
Hours of Work, Premiums and Compensation .....	14
Implementation.....	65
Informal Discussion with Employee's Supervisor .....	58
Informal Review by Labor Relations Office .....	59
Injury Leave.....	25
Insurance/Flexible Benefit Plan.....	46

Job Sharing .....	57
Layoff Procedure .....	52
Leave of Absence Without Pay .....	36
Leave Without Pay - Staff to Elected Official .....	37
Leave Without Pay With Right of Return .....	36
Leave Without Pay Without Right of Return .....	37
Meet and Confer .....	64
Mileage and Use of County Cars .....	41
Military Leave .....	30
Modification .....	64
No Discrimination .....	9
Notice of New Employee and Orientation .....	9
Paid Leaves .....	15
Parking and Transportation .....	41
Payment of Costs .....	60
Payroll Deduction and Association Dues .....	6
Personnel Practices .....	52
Preamble .....	6
Professional Time Off .....	34
Prohibition of Job Action .....	64
Provisions of Law .....	64
Quality First Program .....	12
Recognition .....	6
Renegotiation and Future Equity Process .....	66
Re-Opener Provisions .....	65
Repayment of Specialized Training Expenses .....	42
Retirement .....	44
Salaried Status .....	15
Salaries .....	9
Selection of Arbitrator .....	59
Sick Leave .....	21
Smoking .....	57
Stale Grievance .....	58
Use of County Facilities .....	9
Vacation .....	17
Voluntary Furlough (Long Term) .....	38
Voluntary Furlough (Short Term) .....	37
Wages .....	9
Waiver .....	64

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**JUNE 23, 2022 – JUNE 23, 2025**

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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 Deputy County Counsels 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 23, 2022 through 5:00 p.m. on June 23, 2025 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 San Diego Deputy County Counsels Association was certified on March 3, 1993 as the majority representative of County employees in the Deputy County Counsels (CC and CS) Units. The County of San Diego hereby recognizes the Association as the sole and exclusive representative for the Deputy County Counsel (CC) and Senior Deputy County Counsel (CS) representation units, consisting of classes listed in the Appendix of this Agreement and such classes as may be added to or deleted from the unit during the term of this Agreement.

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

In accordance with the rules and regulations of the Auditor & Controller, approved by the Board of Supervisors, it is agreed that Association dues as are properly requested and lawfully permitted shall be deducted by the County from the salary of each

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

employee who the Association represents has provided written authorization to the Association requesting that such deductions be made. The County shall discontinue deducting such dues upon notification from the Association that 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 Office 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 that the supervisor is a 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's 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 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.



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

The County Counsel, by written notice to the Association, may designate certain attorneys to work on labor matters for the County and direct the designated attorneys, with their consent to exclude themselves from any and all involvement and communication in the activities of the Association from the date of the notice until further notified in writing.

### D. Duties and Responsibilities of Employee Representatives.

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

1. After obtaining supervisor permission, an employee representative will be permitted to leave their 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 their investigation of the facts and the general nature of the grievance. The representative is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Clients 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.

Such on-duty time described above will be authorized only during the employee's regularly scheduled work period. No overtime for such on-duty time will be authorized.

2. If, in the judgment of the supervisor, because of the necessity of maintaining an 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 two (2) working days from the date the employee representative was denied permission.

The County shall not transfer, or attempt to transfer, any employee representative of the Association for reasons associated with their duties as a representative.

### E. Limitations on Time Off

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

ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

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, or as authorized by the appointing authority. 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 group of employees shall not be permitted during working hours excepting the lunch hour.

Section 6. Notice of New Employees and Orientation

County shall provide the following information on bargaining unit members: name, job title, department, work location, work, home and personal cellular telephone numbers, personal email address on file with the County, and home address for all new hires within the bargaining unit within 30 days of hire, as well as for all employees represented by the Association at least every 120 days.

County shall provide at least 10-days notice of new employee orientation for any bargaining unit members and permit Association representation at the orientation.

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 disability.

ARTICLE 4. SALARIES

Section 1. Salaries

1. Wages

Fiscal Year 2022-2023:	5% wage increase effective July 1, 2022
Fiscal Year 2023-2024:	2.75% wage increase effective June 30, 2023
Fiscal Year 2024-2025:	2.75% wage increase effective June 28, 2024

2. Equity

Fiscal Year 2022-2023:	1.4% equity increase effective July 1, 2022
Fiscal Year 2023-2024:	1.4% equity increase effective June 30, 2023
Fiscal Year 2024-2024:	1.4% equity increase effective June 28, 2024

3. One-time payment:

## ARTICLE 4. SALARIES (Cont'd)

- **Effective July 1, 2022:** One-time monetary payment of 2% of an employee's base pay for all regular employees who have paid service during Fiscal Year 2021-2022. Payment to be paid on the payday of payroll 02 (July 22, 2022). Part-time employees shall receive a pro-rated amount according to their standard hours.
- **Effective July 1, 2023:** One-time payment of \$600 for all regular employees who have paid service during Fiscal Year 2022-2023. Payment to be paid on the payday of payroll 02 (July 21, 2023). Part-time employees shall receive a pro-rated amount according to their standard hours.
- The one-time lump sum payments will be included in the employee's regular paycheck. For the one-time payment, an employee is not eligible to receive the one-time lump sum payment if they terminated before the first day of payroll 02. An employee shall not be entitled to the lump sum monetary payment above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year. If an eligible employee is on paid or unpaid leave, the payment will be made when the employee returns to active County service.

### Section 2. Direct Deposit

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 & Controller. Employees shall have their payroll advice statements mailed to their address on file with the County.

### Section 3. Appointments

- A. All appointments to the classifications of Deputy County Counsel and Senior Deputy County Counsel covered by this Agreement may be made at any hourly wage rate within the salary range prescribed for the class, as determined by the appointing authority, based upon review of the candidate's qualifications, such as education, experience, background, skills and abilities, and expected performance level.

### Section 4. Advancement Within Salary Range

#### A. General Rule Applicable to Annual Salary Advancements

As defined below, employees in the Deputy County Counsel and Senior Deputy County Counsel classifications shall be eligible for advancement within their respective salary ranges.

1. Performance Based Standards Applicable to Annual Salary Advancement

## ARTICLE 4. SALARIES (Cont'd)

- a. The appointing authority will determine, on an annual basis, whether to grant an hourly wage rate increase based upon the employee's demonstrated satisfactory performance and achievement of goals. This determination will be based upon a review of the employee's annual performance appraisal, established goals and anticipated performance level.
- b. Consideration for an hourly wage rate increase will take place following the completion of the employee's annual performance appraisal and upon request of the employee, through the employee's supervisor, and recommendation of the employee's Chief Deputy County Counsel to the County Counsel.

### 2. Annual Salary Advancement

- a. Deputy County Counsel: An employee in the Deputy County Counsel classification shall be eligible, on an annual basis, for the appointing authority to determine whether to grant a five percent (5%) hourly wage rate increase not to exceed the maximum rate within the range of this classification.
- b. Senior Deputy County Counsel: An employee in the Senior Deputy County Counsel classification shall be eligible, on an annual basis, for the appointing authority to determine whether to grant a five percent (5%) hourly wage rate increase, not to exceed the top rate within the employee's respective hourly wage rate bracket. Each employee within the Senior Deputy County Counsel classification shall be paid at an hourly wage rate within the three (3) hourly wage rate brackets.

## B. Meritorious Salary Adjustments

### 1. Eligibility For Meritorious Salary Adjustment

An employee serving in either the Deputy County Counsel or the Senior Deputy County Counsel classification is eligible for consideration of a meritorious salary adjustment increase in their hourly wage rate, not to exceed the maximum wage rate set for the salary range for the respective classification as described in the appendix.

### 2. Performance Based Standards Applicable to Meritorious Salary Adjustment

- a. The amount of a meritorious based salary adjustment will be determined by the appointing authority based upon the employee's performance and achievement of goals pursuant to the Performance Based Criteria established by the appointing authority. This

## ARTICLE 4. SALARIES (Cont'd)

determination will be based upon a review of the employee's performance appraisals, established goals, legal professional experience, and type of duties assigned to the employee. The type of duties will include consideration of the difficulty of assignments/cases, team leader duties, and supervisory/management responsibilities.

- b. The appointing authority shall consider recommendations for a Meritorious Salary Adjustment made directly by the employee, the employee's immediate supervisor, or other supervisor in their reporting relationship to the appointing authority after completion of the annual performance appraisal. The appointing authority may also consider recommendations for Meritorious Salary Adjustments at other times during the year.
- c. The appointing authority shall notify employees of the names and dates of the employees receiving Meritorious Salary Adjustments at or about the time of the adjustment. At the request of the employee, the appointing authority will meet with the employee to discuss reasons why they did not receive such an adjustment.

### C. Temporary Suspension Of Advancement Or Reduction In Compensation

As discipline, the appointing authority may, (1) suspend the right of an employee to advance within range or (2) order that the compensation of an employee be reduced by no more than five percent (5%). Such suspension of advancement or reduction in compensation shall be for six (6) months or less and shall be administered as provided for in Rule VII of the Civil Service Rules.

- D. Notwithstanding the provisions of Article 4, Sections 3 and 4 of this Agreement, during the renegotiation process for a successor agreement as provided under Article 18, the Association shall not be precluded from negotiating across-the-board annual hourly wage rate increases for employees in the Deputy County Counsel and Senior Deputy County Counsel classifications. Any hourly wage rate increases for employees in the Deputy County Counsel and Senior Deputy County Counsel classifications which the appointing authority has approved or may approve pursuant to Article 4, Sections 3 and 4 are not to be considered in connection with the across-the-board annual hourly wage rate increases proposed.

### Section 5. 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.

ARTICLE 4. SALARIES (Cont'd)

The Quality First Program is a group incentive plan independent of the wage schedule. It shall not result in wages being lowered.

The Association will have input into the design and review of the Quality First performance terms and measures.

The establishment, disestablishment, administration and regulation of Quality First programs shall be at the discretion of the County.

The Quality First program provides up to two percent (2.0%) in temporary incentive pay annually for success in achieving at least two percent (2.0%) savings through the program. To reward a team of employees whose efforts result in surpassing two percent (2.0%) in goals/savings, employees can receive, in a temporary salary adjustment, an additional increase on a 50/50 basis (fifty cents (\$0.50) on the dollar) up to a maximum of four percent (4.0%).

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

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

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

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

Employee Eligibility Criteria:

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

- a. The employee must have begun their 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

## ARTICLE 4. SALARIES (Cont'd)

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

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

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

Nothing in the 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.

### Section 1. Hours of Work

This Section 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.

### Standard Work Periods

Work Hours/Day: The work hours are 8:00 a.m. to 5:00 p.m. exclusive of a one (1) hour unpaid lunch period. The workday is eight (8) consecutive hours of work, exclusive of the lunch period, in a consecutive twenty-four (24) hour period. Work hours/days which deviate from these standards are considered as "non-standard" work hours/days.

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

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

Non-Standard Work Periods: The Appointing Authority shall have the discretion to authorize employees to work a non-standard work period. The decision by the appointing

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

authority to approve a non-standard work period shall be on a case-by-case basis, and such non-standard work period shall further the interests of the County to provide available, timely, and quality services.

A non-standard work period may include, but not be limited to, any form of a flexible schedule that differs from the standard work period.

### Section 2. Salaried Status

- A. Employees shall be compensated based upon salaried status. Salaried status means that the established compensation rate to which the employee is entitled for a standard biweekly pay period shall not be reduced for authorized absences of less than a full regularly scheduled workday. Employees shall not be required to use any leave of absence credits to receive their established biweekly compensation for authorized absences of less than a full regularly scheduled workday.
- B. Compensating employees on the basis of salaried status is in recognition that employees are professionals who exercise good judgment on how to handle their responsibilities, assignments, and workload. It is expected that employees who exercise the privilege of taking partial days off with pay will ensure that their work is completed on a timely basis and represents a high-quality work product.
- C. Accrual of Compensatory Time Off

When an employee is allowed to accumulate compensatory time off, such accrual shall be limited to a maximum of two hundred (200) hours at the beginning of any payroll period. Balances which exceed two hundred (200) hours will automatically be reduced to two hundred (200) hours.

## ARTICLE 6. PAID LEAVES

### Section 1. Holidays and Holiday Compensation

The County shall grant the following fixed and floating 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. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February



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

10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May
12. Juneteenth, June 19

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

### A. Floating Holiday Bucket

In lieu of Admissions Day and Columbus Day, all employees who have paid service in Payroll 02, shall be entitled to one-fifth (1/5th) 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 of twenty-four (24) hours of floating holiday time. Any balance that exceeds twenty-four (24) hours will automatically be reduced to the twenty-four (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 workday before as well as the entire workday after a holiday shall receive compensation for eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10th) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

### C. Compensation for Holidays Worked

Employees who work on a holiday shall be compensated, for each hour worked on a holiday, one (1) hour of compensatory time, not to exceed one-tenth (1/10th) of the number of regularly scheduled hours in the employee's biweekly pay period.

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

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

ARTICLE 6. PAID LEAVES (Cont'd)

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, may be used in the payroll period following the payroll period in which it was earned. However, no vacation credits shall eligible for terminal payment until the employee has completed a minimum of one year (twelve (12) months) of continuous paid service in their current employment except when the separation is because of layoff.

B. Earnings

Subject to Section 2.D. below, 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 workdays
5 to 15	6.548% of working hr.	136 hrs/17 workdays
15 or more	8.461% of working hr.	176 hrs/22 workdays

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.

When a military spouse returns to county employment, after having resigned from county employment because of their spouse's military assignment, the continuous service date held immediately prior to the resignation shall be used for vacation computation. The returning employee must provide a copy of their spouse's military order. This applies to all military spouse reemployments on or after April 29, 2019.

C. Granting Requests, Schedules

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

The appointing authority determines the time and duration of vacation taken by an 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 earnings specified in Section 2.B, above; or,
  - b. The amount of earnings necessary which, when added to the employee's existing accumulation, will cause the accumulation to equal the employee's Maximum Balance.
3. If, at the end of any payroll period an employee's accumulation equals or exceeds the employee's Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.
4. The County shall provide one-time notification to employees who have reached eighty percent (80%) of their Maximum Balance. Employees who subsequently reduce their balance below eighty percent (80%) will be notified again on a one-time basis upon reaching eighty percent (80%) of their Maximum Balance.

### E. Vacation Credit Paydown

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

1. The employee's vacation balance has exceeded an amount equal to eighty percent (80%) of their Maximum Balance; and,
2. The employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance; and

ARTICLE 6. PAID LEAVES (Cont'd)

3. The employee has used one-half (50%) of their authorized vacation accrual for the period inclusive of Payroll 07 of the previous fiscal year and Payroll 06 of the current fiscal year.
4. The employee has requested, and been denied, use of vacation prior to reaching their 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, or 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. 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.

H. 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. The vacation payoff shall be computed in accordance with E.6 above.

Vacation Credits

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including unused vacation) of those employees who

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

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.

### I. Childcare Vacation Exchange

Vacation credits may be transferred by an employee to their 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 County Counsel 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.
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 County Counsel Association of San Diego County.

ARTICLE 6. PAID LEAVES (Cont'd)

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) workdays for the death of a member of the employee's immediate family. Also, an employee shall be entitled to use two (2) days of sick leave as bereavement leave.

C. Immediate Family

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

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

An employee may also be granted up to a maximum of five (5) workdays sick leave for a single absence to care for an ill or injured member of the employee's immediate family, or when the employee's presence is required for a critical or terminal illness of a member of the employee's immediate family. If the employee requests paid sick leave in excess of five (5) workdays in order to care or arrange care for a member of their immediate family who is critically or terminally ill, additional sick leave is available to the employee when granted by the appointing authority upon receipt of satisfactory verification from a physician. The definition for immediate family under this section is defined in Article 6, Section 4.C.

### 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 ( $\frac{1}{2}$ ) of the standard eighty (80) hour pay period.

### B. Earnings

Eligible employees shall earn sick leave credit at the rate of five percent (5%) of the employee's regularly scheduled hours per pay period. The hour/day approximate equivalent sick leave accrual for full-time employees over one (1) year (twenty-six (26) pay periods) is one hundred four (104) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth ( $\frac{1}{10}$ th) 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.

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

### C. Definition of Immediate Family

Immediate family includes husband; wife; domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; grandchild, sibling or stepsibling; current or former parent, legal guardian, stepparent, or foster parent of the employee or the employee's spouse or domestic partner; a person who stood in loco parentis when the employee was a minor; grandparent; 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 ( $\frac{1}{10}$ th) of one (1) hour. Use of sick leave is subject to the approval of the appointing authority. Upon request

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

of an employee, the appointing authority may allow the substitution of five (5) or more days of sick leave for paid vacation, if the employee was ill or injured.

### E. Request for Sick Leave

Effective January 1, 2021, in each calendar year, employees may designate the use of fifty two (52) total hours of paid sick leave as protected by "Kin Care" for any of the following purposes: diagnosis, care, or treatment of an existing illness or injury, or preventative care, for the employee or an employee's immediate family member; or for specific purposes provided under the law for an employee who has been the victim of domestic violence, sexual assault or stalking. Each request for sick leave shall indicate if the employee chooses to designate the sick leave as protected kin care, provided that any designated sick leave is for kin care purposes and the employee has not already used a total fifty-two (52) hours of kin care for the calendar year. Each request for sick leave not designated or eligible for protected kin care shall set forth the reasons for the request and such further information as may be required. Each request for more than five (5) consecutive workdays, or forty (40) hours, if employee is on an alternate work schedule, of sick leave that is not designated or eligible for protected kin care, 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, other than employee-designated kin care sick leave, at any time prior to the expiration of five (5) consecutive workdays 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. Sick Leave

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

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



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

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:

1. The employee has completed ten (10) or more years of continuous service during that employee's present employment; and
2. The employee's sick leave balance totals three hundred (300) hours or more; and therefore,
3. 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:

1. Receive their full cash payment under Section 4.F and then convert their remaining eligible hours under Section 4.G.
2. 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 cancelled, subject to Section 4.J.2 below, upon separation from County Service, or upon changing from a biweekly rate to other than biweekly rate of pay.
2. Employee sick leave credits accrued at time of separation, and which have not been subject to payout, shall be restored under the following conditions:

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

- 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

New employees, hired on or after the effective date of this Agreement, will be credited ten (10) days reserve sick leave at time of hire pending normal accrual during the first year of employment.

- L. Upon receiving written notice from the Association President, the County shall conduct an election of the CS and CC bargaining units for the purpose of determining interest in obtaining and contributing toward State Disability Insurance.

## Section 5. Injury Leave

Injury leave is paid leave granted to a biweekly employee while disabled and unable to perform his or her job duties because of a job-related injury, entitled to Workers' Compensation temporary total disability benefits, and is not ineligible under one or more conditions listed in Section 5.A. herein. Injury leave compensation shall equal the difference between seventy-five percent (75%) of employee's wage rate and employee's Workers' Compensation temporary total disability indemnity.

### A. Ineligibility

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

1. Failure to use or wear prescribed safety or personal protective equipment;
2. Failure to follow safety rules and regulations;
3. Where the employee's gross negligence or willful misconduct is a proximate cause of the injury;

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

4. Any time during which an employee, based on the opinion of a treating physician authorized by the County, can and does return to work in a light-duty capacity, including any time during which an employee who has returned to duty (light duty or otherwise) is absent from work on a part-time basis due to: (a) follow-up treatment, therapy, rehabilitation, or other care relating to the job injury, or (b) a restriction of hours resulting from the job-related injury where such hours are different than the employee's established work schedule prior to the injury; or upon investigation, the Director certifies that the appointing authority is able to provide such suitable light-duty employment, and employee refused to accept it.
5. Injury leave shall not be granted for aggravation, recurrence or sequelae of a pre-existing non-service-connected physical disability or any physical condition existing prior to employment by the County, nor for recurrences, aggravation or sequelae of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent employee is otherwise eligible, sick leave may be granted.

### B. Definitions

1. Director: The Director of the Department of Human Resources.
2. Risk Management Division: The Division within the Department of Human Resources which administers the provision of workers' compensation benefits as mandated by the State of California.
3. Safety Rules and Regulations: Any and all County or Departmental rules, policies, and procedures, and California Occupational Safety and Health Act (CAL-OSHA) regulations, which relate to prevention of injury in the County work environment.
4. Wage Rate: The eligible employee's biweekly rate of pay, plus those specific premiums and/or bonuses which are paid on paid leave. Overtime, and any compensation identified as paid for time worked only and not applicable on paid leave, are excluded.
5. Workers' Compensation: Benefits provided pursuant to Division IV of the California Labor Code.
6. Treating Physician: Means 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.

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

7. Light Duty: Any restriction of hours worked and/or duties performed as a result of a job-related injury where such hours and/or duties are different than the employee's established work schedule and/or regular assigned duties prior to the injury.

### C. Request

Each request for injury leave shall be submitted to the employee's appointing authority 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 worker's compensation experience.

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

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

Each party to the appeal before an arbitrator shall bear their 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 (3) 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 ninety (90) aggregate calendar days for the particular injury.
3. If, subsequent to the granting of injury leave for a period of less than ninety (90) aggregate calendar days, it appears that leave should be granted for an additional period of time, the employee may request additional injury leave. This request shall be submitted and determined in the same manner as an original request for injury leave, 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 ninety (90) aggregate calendar days, extend beyond five (5) years from the date of the initial injury, nor extend beyond the period in which the employee is employed.

### G. Holidays Falling During Injury Leave

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

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

### H. Absence Pending Injury Leave

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

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

### I. Workers' Compensation and Leave

1. An employee shall not, through a combination of temporary disability indemnity payments and paid sick leave, or injury leave, receive payment in excess of their wage rate. The amount paid for such leaves shall be decreased by the amount of any temporary disability for the same period to which the employee is or may be entitled under Workers' Compensation.
2. If an employee has received their 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 Workers' Compensation.

### J. Light Duty

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

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

Court leave is paid leave granted by the County to an eligible employee to enable that employee to fulfill their required duty to serve as a juror, or as a prospective juror, or to

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

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. Court leave is not available if the employee who receives notice of jury duty is not required to serve as a juror due to previous recent jury duty service.

### 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.

To minimize time away from the job, employees must utilize available court call-in programs.

## 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. 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.

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 must provide thirty (30) days advanced notice of the need for the leave if practicable.

ARTICLE 6. PAID LEAVES (Cont'd)

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

Bi-weekly 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 worksite 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 themselves, 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 worksite is essential to insure the conduct of a full, fair and complete investigation of such emergency or extraordinary circumstances.

D. Ineligibility

Notwithstanding subsections 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 subsections C.1 or C.2 above, by reassigning the employee to other duties or to a different work site within the department; or
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or
3. The emergency or extraordinary circumstances, referenced under subsection C. above, are sufficiently clear to indicate that the employee's conduct has caused such circumstances and that such conduct constitutes



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

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

### F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under Section 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 employee shall be notified of any extension of the administrative leave. Such notice may be oral but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's absence from the County work site is no longer essential.

ARTICLE 6. PAID LEAVES (Cont'd)

3. At the end of the authorized administrative leave, 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 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 and holiday credits, and is therefore facing financial hardship.
- B. The transfers must be for a minimum of four (4) hours per transaction and in whole hour increments thereafter.
- C. Transfers shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- D. The maximum leave credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by their appointing authority, the total leave credits may be up to one thousand and forty (1040) hours. Total leave credits in excess of one thousand and forty (1040) 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. Transfers shall be administered according to the rules and regulations of the Auditor and Controller and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority and the receiving employee's appointing

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

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

G. This program is not subject to the Grievance Procedure of this Agreement.

### Section 11. Professional Time Off

At the discretion of the County Counsel and in accordance with the standards issued on November 17, 2003, as interpreted by memoranda dated May 12, 2004 and April 18, 2005, an employee may be granted Professional Time Off (PTO) not to exceed a maximum of one hundred and twenty (120) hours per fiscal year. The decision on whether to grant Professional Time Off shall be based on the guidelines applicable to PTO and shall take into account an employee's overall workload involving assigned projects and cases. In addition to the above referenced guidelines applicable to PTO, Professional Time Off is subject to the following conditions:

1. Requests for PTO must be submitted on the Office's Leave of Absence slip and acted upon by the Appointing Authority (or their designee) prior to the commencement of the requested leave.
2. The PTO program shall commence on the first day of the first pay period following the operative date of the County ordinance that officially establishes the PTO program.
3. PTO shall be limited to a maximum of one hundred and twenty (120) available hours each fiscal year.
4. PTO shall be limited to increments of full workdays.
5. PTO has no cash value and is ineligible for terminal payoff.

### Section 12. Employee Poll Worker Program

- A. Any regular County employee, other than employees whose primary jobs are assigned to the Registrar of Voters, may apply for paid leave from County employment to serve as a volunteer Poll Worker while receiving their regular wages in a polling place in San Diego County through the "Employee Poll Worker Program" when Election Day falls within the employee's regularly scheduled workday.
- B. Employees selected to serve as voluntary Poll Workers will be paid a stipend of \$75, \$125, or \$150 as an incentive to serve in this capacity. Employees paid at the \$125 or \$150 stipend level will be required to attend a training class estimated to be approximately four (4) hours in length. If a County employee chooses to serve in a capacity requiring the attendance at a training class, the employee will be granted release time to attend the required training. Employees attending training

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

during their regularly scheduled work hours must request in writing to their appointing authority for approval to use release time to attend such training. Alternately, they may elect to attend a training class conducted at a time that does not fall within the employee's work schedule.

- C. Subject to the discretion of their appointing authority to grant or deny the employee's request to participate in the Employee Poll Worker Program, based on the need of the service, a regular employee is qualified for approval as follows:
1. The employee has successfully applied for and been selected and found qualified by the San Diego County Registrar of Voters to serve as a voluntary Poll Worker.
  2. The employee has made a request to their appointing authority for an absence from County employment for the employee's entire regularly scheduled work hours on Election Day to serve as a volunteer Poll Worker in San Diego County.
  3. On Election Day, the employee has fully executed their responsibilities as a Poll Worker and reported to their assigned polling place at the designated time, performing all the duties appointed by the County elections official and as required by applicable state and federal elections' laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official.
  4. As a volunteer, the employee is entitled to receive the normal stipend paid by the Registrar of Voters to all volunteer Poll Workers: \$75, \$125 or \$150 based on the assignment. The stipend shall not be counted in any computation of the total wages or compensation paid the employee by their regular employment with the County.
- D. Any regular County employee who qualifies and is approved for the Employee Poll Worker Program will receive their regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election. Such employees will not be eligible for overtime as they are excepted from such compensation eligibility by the Fair Labor Standards Act (FLSA) because the work is voluntary, occasional and sporadic, and in a different capacity from their regular job classification.

### Section 13. 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. 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. Prior to receiving any unpaid leave, an employee must exhaust all their vacation, compensatory time, and, if the leave without pay is for illness, all sick leave, before leave without pay can begin. Exception: No paid leave of any kind will be granted an employee who is on suspension as discipline.

### Section 1. 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) workdays.
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. The employee shall not be required to exhaust all their vacation and compensatory time before commencing this type of leave.

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

3. Leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability but not to exceed one year. However, if an employee is unable to return to work at the end of one year, the employee shall be placed on leave without pay without right to return for a maximum of one (1) year, as provided in Section 2. Below:

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

## ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY (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. Leave pursuant to a sabbatical leave program approved by the appointing authority shall be considered leave for good cause.

### Section 2. 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 they occupied at the commencement of the leave.

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

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

### Section 3. 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. The employee shall not be required to exhaust all their vacation and compensatory time before commencing this type of leave.

### Section 4. Cancellation of Leave Without Pay

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

### Section 5. 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 permanent or probationary employee a voluntary leave of absence without pay with right of return to the same position subject to the following conditions:

## ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY (Cont'd)

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. Employees shall not be required to use accumulated vacation and compensatory time off prior to taking this special unpaid leave.
7. Such leave is available only to employees who are on paid status the entire workday before as well as the entire work day after the work furlough days.
8. Employees on other leave without pay shall not be eligible for work furlough.

### Section 6. 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. The employee shall not be required to use accumulated vacation and compensatory time off prior to taking this type of leave.
2. 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. LEAVE OF ABSENCE WITHOUT PAY (Cont'd)

3. 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.
4. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.
5. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.
6. 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 their own expense.

Section 7. Family Medical Leave

A. Definition

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

B. Eligibility

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

C. Conditions

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



## ARTICLE 7. LEAVE OF ABSENCE WITHOUT PAY (Cont'd)

Registered Domestic Partnership” submitted to employee benefits), they must provide medical certification on the form entitled "Certification of

Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.

4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.
5. The County will continue to make its regular contributions toward insurance premiums for up to twelve (12) weeks of FML in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during FML. During FML unpaid leave, these payments must be made by check or money order to the County's Employee Benefits Division twice-monthly. Premium payments may be made in advance or the County will recover these payments from the employee upon their return to work.
6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.12.
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.
8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12.

### Section 8. Appeal of Disputes: Unpaid Leaves

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

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

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

### Section 1. Mileage and Use of County Cars

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 paid as traveling expenses 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.

#### Use of County Cars

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

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 2. 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
6. County employees who do not participate in carpools.

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

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

B. Transportation Reimbursement

The County shall reimburse employees paid on a biweekly basis for costs incurred in traveling to and from work up to eighty-five (\$85) of the full purchase price for the employee's own use of a:

1. full monthly North County Transit District Sprinter Breeze Pass, Coaster Pass or Regional Premium Pass,
2. full monthly San Diego Metropolitan Transit Development System Trolley, Shuttle Route, Local & Urban Routes, Premium Express, or Rural Routes passes,
3. full monthly South Bay Rapid Bus or similar passes,
4. full day for:
  - a. North County Transit District Sprinter Breeze Pass, Coaster pass or Regional Premium Pass
  - b. San Diego Metropolitan Transit Development System Trolley, Shuttle Route, Local & Urban Routes, Premium Express, or Rural Routes passes,
  - c. South Bay Rapid Bus or similar passes

provided that an employee will not be reimbursed for any amount in excess of the actual cost of any monthly transit pass.

Section 3. Repayment of Specialized Training Expenses

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

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

- B. In cases where specialized training is to be made available, the Appointing Authority shall include in the request for training authorization a signed agreement between the County and the employee which provides that training costs in excess of one thousand 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

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

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.

### Section 4. Bar Fees

#### A. California State Bar Fees

Employees in job classifications Deputy County Counsel and Senior Deputy County Counsel who are required by their office or employment and the State Bar Act to be an active member of the California Bar in order to practice law on behalf of the County or to perform the duties of their office and employment, and is prohibited by the Charter or other regulation from private practice while so employed, shall be reimbursed by the County for such required annual active California Bar membership fee.

#### B. Professional Legal Association Fee and Professional Legal Related Purchases

Employees in job classifications Deputy County Counsel and Senior Deputy County Counsel who meet the requirements in Section 4.A. shall be reimbursed by the County for the basic dues for annual membership in a Legal Association of their choice or for professional legal-related purchases. Total reimbursement of such memberships or purchases will not exceed the prevailing rate for San Diego County Bar Fee.

### Section 5. Annual Professional Stipend

Eligible employees in the Deputy County Counsel classifications shall receive an annual two thousand five hundred dollars (\$2,500) stipend for professional expenses. The

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

County shall, on the payday for Payroll 05 of each year, pay such a stipend, included within the payroll check, to employees who are in job classifications in the CC and CS units in Payroll 04 of that year.

## 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 employer 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.

Except as specifically provided, 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.

#### A. Retirement Offset

1. Notwithstanding the above and 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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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.

- 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. Upon completion of at least five (5) 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 above, the County has the right to:
  - i. determine which classification(s), if any, shall be exempted from subsection "A.2.a";
  - ii. implement such determinations as the County deems advisable.

Retirement

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

"Tier B" shall consist of the following benefits:

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

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

"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	52
COLA	Maximum 2%

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Retirement benefits for employees hired on or after a date determined by the Board of Supervisors, but no sooner than July 1, 2018, shall be those established for a new "Tier D" program for eligible employees.

"Tier D" shall consist of the following benefits:

Effective on or after July 1, 2018

Formula 1.62 % @ 65

Final Average Compensation Highest 3-Year Average

COLA Maximum 2%

The implementation of "Tier D" is contingent upon the adoption of resolutions and an ordinance by the Board of Supervisors, which implement the provisions of "Tier D" (described above) applicable to general members who become new members, as defined by Government Code section 7522.04(f), in County positions on or after a date specified in the applicable resolution.

All employees enrolled in General Tier D retirement (established July 1, 2018), will receive a retention premium of 5% for 20 years of service with the County of San Diego and an additional 5% for 25 years of service with the County of San Diego.

\*Tier A:

More than 5 years: 3%

Less than 5 years: .75%

Tier B:

More than 5 years: 2%

Less than 5 years: .25%

Tier C:

No Offset.

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 time or more (forty (40) hours or more in an 80-hour biweekly pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits.

A. Flexible Benefits Plan

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

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

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

### "Core" Benefits:

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

### Optional Benefits:

- Dental insurance
- Vision insurance
- Supplemental life insurance
- Supplemental accidental death and dismemberment insurance (AD&D)
- Flexible spending accounts for pre-tax reimbursement of qualified medical and/or dependent day care expenses. Account credits must be used during the plan year in which they are earned for expenses incurred during the same plan year.
- The plan may be modified upon written notice by the County. The County agrees to meet and confer with the Association to discuss the impact of any health plan changes.
- Following consultations with the Health Plan Task Force the County agrees to provide at least one alternative to Kaiser that may include options such as an HMO, PPO, and/or High Deductible Health Plan Option or any combination thereof.

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

2. Coverage.
  - a. All eligible employees are required to have the following minimum "core" benefits for the employee only:
    - County health insurance unless properly waived
    - County basic life and AD&D insurance
  - b. Coverage by County Spouse: An eligible County employee married to another eligible County employee 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



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

- 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 employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code and the California Revenue and Taxation Code.
3. County Contribution Toward Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution toward the Flexible Benefits Plan (which includes health insurance). The employee’s insurance premium costs will be reduced by the amount the employee elects to distribute to their insurance premium costs from the County’s contribution toward the Flexible Benefits Plan. The County’s contribution toward the Flexible Benefits Plan shall be:

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Effective January 1, 2023: 5% increase

	<u>Per Month</u>	<u>Approximate Annual</u>
<u>Employee Only</u>	<u>\$814.00</u>	<u>\$9,768.00</u>
<u>Employee + 1</u>	<u>\$1,200.00</u>	<u>\$14,400.00</u>
<u>Employee + 2 or More</u>	<u>\$1,729.00</u>	<u>\$20,748.00</u>

Effective January 1, 2024: 5% increase

	<u>Per Month</u>	<u>Approximate Annual</u>
<u>Employee Only</u>	<u>\$855.00</u>	<u>\$10,260.00</u>
<u>Employee + 1</u>	<u>\$1,260.00</u>	<u>\$15,120.00</u>
<u>Employee + 2 or More</u>	<u>\$1,815.00</u>	<u>\$23,595.00</u>

Effective January 1, 2025: 5% increase

	<u>Per Month</u>	<u>Approximate Annual</u>
<u>Employee Only</u>	<u>\$898.00</u>	<u>\$10,776.00</u>
<u>Employee + 1</u>	<u>\$1,323.00</u>	<u>\$15,876.00</u>
<u>Employee + 2 or More</u>	<u>\$1,906.00</u>	<u>\$22,872.00</u>

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

Employees who do not submit completed enrollment forms within forty-five (45) days of hire will be automatically enrolled in the County's least costly health plan. Any excess flex credits will be forfeited.

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

5. Employee Insurance Coverage During Leaves of Absence

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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

Employees choosing to continue their life insurance may do so for up to six (6) months while on leave. Premiums must be paid by the end of the month in which the employee had coverage. Employees may pay all premiums required for the entire six (6) month leave period in advance. In the event an employee who is on leave without pay does not pay premiums in advance, the coverage shall be discontinued. Such employees shall be entitled to re-apply upon return to work subject to medical insurability acceptable to the insurance provider.

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

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

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

The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical insurance shall pay one hundred and two percent (102%) of the applicable premium and shall be subject to the same administrative requirements as all other COBRA group plan members. Premiums will be calculated and paid by the employee at least one month in advance.

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

6. Flex credits not designated for eligible services are placed in the employee's

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

health FSA. IRS regulations establish annual maximum limits for flexible credits which may be rolled over to an FSA. An employee is not entitled to flexible credits that, when rolled over to an FSA, exceed the maximum limits allowed by law. Any employee who is expected to have flexible credits rolled over to an FSA that will exceed the maximum limits shall have their bi-weekly flex credit contributions adjusted to an amount, that when calculated on an annual basis, that 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.

### B. Life Insurance

1. The County's Flexible Benefits Plan shall include as "Core Benefits":
  - a. A Life Insurance Policy of 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. LTD benefit is two-third (2/3) of employee's salary (excluding overtime, bonuses, etc.) up to twelve thousand dollars (\$12,000) per month. Benefits commence at the longer of (a) thirty (30) days, and (b) the end of the period of sick leave, vacation pay, and FLSA compensatory time to which employee is entitled. The LTD benefit continues to age sixty-five (65) or until disability ends. For disabilities commencing between age sixty-two (62) and seventy (70), the benefits duration is decreased slightly for each year of increased age; benefits cease at age seventy (70). Benefits are integrated with Social Security, Worker's Compensation, and Retirement plans as well as any other outside income.

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

- d. The County shall provide the insurance plans described in items a, b, c, and d in Section 2.B.1 "Life Insurance", 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 of Human Resources 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 of Human Resources shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this procedure.

#### B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Chief Administrative Officer, may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Chief Administrative Officer has authorized the layoff. Prior to such layoff, the appointing authority shall provide the Association with notice and, upon request, shall meet with the Association on the impact of the layoff to discuss this matter and alternatives to such layoff.
2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized at a public meeting by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

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

### C. Notice of Layoff

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

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

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

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

### F. Seniority

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 their seniority credit possessed at the time they were laid off.

### G. Calculation of Layoff Rating

1. 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

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

work furlough), after the day specified in (a) above, or implementation of this procedure, whichever is later.

2. 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 (2) ratings shall constitute the employee's official layoff rating.

H. Demotion in Lieu of Layoff

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

At the request of the appointing authority, a permanent employee may, in lieu of layoff, be afforded one of the following options: (1) 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; or (2) reduction in salary of no more than ten percent (10%) of the hourly wage rate, provided that no such reduction shall in turn require the layoff or reduction from such class of any employee whose layoff rating is at least as high as that of the reducing employee. An employee who selects the reduction in salary option shall not be eligible for consideration for the annual salary advancement pursuant to Article 4, Section 5. A. 2 for a period of one (1) year following the date of the salary reduction.

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 After Layoff



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

The provisions of this section shall continue to apply to employees placed on the reinstatement list prior to the date in which this sentence was added to this section by amendment. Thereafter, the provisions of Section 1.K shall apply to all employees who are subject to the conditions of Section 1.K.

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 their 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 they were laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have their 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 they were laid off, or to a different class of equal or greater status than the reinstatement list class, then their name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which they were laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof. Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which they are 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 they were laid off;
2. A new probationary period shall be required of an employee reinstated to a different department than that from which they were laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond three (3) years from the date of placement on it;
3. A reinstated employee will regain their seniority credit possessed at the time they were 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.

### K. Eligibility for Employees to be Placed on Reemployment List After Layoff

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

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

the position, shall have their name placed on the reemployment list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. In addition, if the former employee who was placed on the reemployment list as a result of layoff is appointed to a position in the same class in the same department from which they were laid off, they shall not be required to serve a new probationary period.

An employee who was laid off and subsequently is reemployed from the reemployment list shall:

1. serve a new probationary period if the appointment is to a different class or different department from which they were laid off; and
2. regain their seniority credit possessed at the time they were laid off, which shall count for purposes of vacation accrual rate, step increase and seniority. In addition, the employee's sick leave balance (except for that portion for which the employee was paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

### Section 2. 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 3. 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 4. Job Sharing

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

### 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 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. In the event a program is disestablished, the County Counsel shall endeavor to notify the Association three months in advance. Such programs as are

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

established shall not be subject to appeal under the Grievance Procedure of the Agreement.

## ARTICLE 11. GRIEVANCE PROCEDURE

### Section 1. Definition

- A. This grievance procedure shall be applied in resolving grievances filed by employees covered by this Agreement during the term of this Agreement. A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is established by this Agreement or by a departmental Policy or Procedure Manual. This grievance procedure shall not apply to matters:
1. Over which the Civil Service Commission has jurisdiction;
  2. Covered by the Labor Relations Ordinance;
  3. Concerning Performance Reports;
- B. Letters of Reprimand shall not be appealable beyond the Appointing Authority and shall not be subject to the arbitration provisions set forth below.

### Section 2. Stale Grievance

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 which has been established by this Agreement, 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. In no event shall a grievance include a claim for money relief for more than the twenty-one (21) day period plus such reasonable discovery period.

### Section 3. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss their grievance with their immediate supervisor in private and endeavor to work out a satisfactory solution. If the employee and their immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent themselves individually, or they may request the assistance of a representative who has been designated pursuant to Article 2, Section 4, "Employee Representatives," in reducing to writing and formally presenting the grievance.

### Section 4. Formal Written Grievance to Employee's Supervisor

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

If the employee chooses to formally pursue their grievance, they shall present the written grievance to their supervisor within seven (7) working days after the date of such informal discussion described in Section 3 above. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement which is alleged to have been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing within seven (7) working days after receipt of the grievance. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the supervisor's answer within which to file an appeal to the appointing authority.

### Section 5. Grievance to Appointing Authority

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

### Section 6. Advisory Arbitration of Grievances

In the event that the grievance is not resolved by the appointing authority, the Association may, within thirty (30) calendar days after receipt of the decision of the appointing authority made pursuant to Section 5, request that the grievance be heard by an arbitrator.

### Section 7. Informal Review by Labor Relations Office

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

### Section 8. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Office and the Association. If the Labor Relations Office and the Association are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and

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

Conciliation Service to submit a list of seven qualified arbitrators. The Labor Relations Office and the Association shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

### Section 9. 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 in nature. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the grievance, and they shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement.

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

### Section 10. 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 Association.

### Section 11. Effect of Failure of Timely Action

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

### Section 12. Exclusion of Non-recognized Organization

In those cases in which an employee elects to represent himself 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 Section 5 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 Section 6 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. EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. However, management shall notify the Association of any such changes as soon as possible. Emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

### Public Emergency Order Not to Report to Normal Work Location and Authorization of Compensation

- A. Eligibility. Employees serving in positions designated biweekly are eligible for compensation authorized by this section, except as provided in subsection (f) of this section. Eligible employees under this section are employees who are ordered by their appointing authority to not report to their normal assigned work location pursuant to this section, and who come within the meaning of the following definitions:
1. Employees who serve in positions that are not designated as "Key COOP Staff" or "Contingency COOP Staff", as defined in their department's Continuity of Operations Plan (COOP), and who may or may not be directed by their appointing authority to work at home or an alternate work location during an emergency.
  2. Employees who serve in positions that are designated as "Key COOP Staff" or "Contingency COOP Staff" as defined in their department's COOP, and who are directed by their appointing authority to work at home or an alternate work location during an emergency.
- B. Authorization and Public Emergency Justification for Order Not to Report to Normal Work Location.
1. Chief Administrative Officer (CAO) Authorization for Order Not to Report to Normal Work Location. If the CAO activated the County's COOP, the CAO may authorize County appointing authorities, including both elected and appointed County officials to order eligible employees to not report to their normal assigned work locations.
  2. Public Emergency Justification. The justification for the CAO's authorization to the appointing authorities, pursuant to this section, shall be based upon the CAO's determination that the public health and safety requires minimal to no travel on the local roads and highways, or social distancing of members of the public and County employees.
- C. Authorization for Appointing Authorities to Order Eligible Employees Not to Report to Normal Work Location and to Direct Eligible Employees Whether to

ARTICLE 12. EMERGENCY (Cont'd)

Work at Home or Alternate Work Location. Pursuant to this section, appointing authorities are authorized to order eligible employees to not report to their normal assigned work location only if the CAO authorizes such order pursuant to subsection (b) above. When the CAO authorizes such an order, the appointing authority may determine which eligible employees shall be ordered to not report to their normal assigned work location, and shall direct such employees whether to perform their assigned duties, as follows:

1. Employees in Positions Not Designated as Key COOP Staff or Contingency COOP Staff. When the appointing authority orders eligible employees, who serve in positions that are not designated as Key COOP Staff or Contingency COOP Staff, to not report to their normal assigned work location, the appointing authority's order shall also include direction to the employees that they either: (i) must continue to perform their regular work duties, to the extent possible, at their home (or alternate location as specified in subsection (c)(4)) during their regularly scheduled hours while the order under this subsection is in effect, or (ii) are not required to perform their regular work duties because it is not possible to perform such duties outside their normal work locations.
2. Employees in Positions Designated as Key COOP Staff or Contingency COOP Staff. When the appointing authority orders eligible employees, who serve in positions that are designated as Key COOP Staff or Contingency COOP Staff, to not report to their normal assigned work location, the appointing authority's order shall also include direction to the employees that they must continue to perform their regular work duties, to the extent possible, at their home (or alternate location as specified in subsection (c)(4)) during their regularly scheduled hours while the order under this subsection is in effect.
3. Period of Time for Order Not to Report to Normal Work Location. The period of time during which an appointing authority is authorized to have in effect any order not to report to a normal assigned work location shall:
  - a. commence on or after the day the CAO activates the County's COOP, and
  - b. terminate on or before the day the CAO deactivates the County's COOP, as determined by the appointing authority by designation of such time period for each eligible employee that is ordered not to report to their normal work location.
4. Alternate Work Location. An appointing authority may order some or all eligible employees pursuant to this agreement to perform work during their regularly scheduled hours at their home, an alternate work location,

## ARTICLE 12. EMERGENCY (Cont'd)

including other County facilities, or any other location approved by the appointing authority.

- D. Authorization and Calculation of Compensation. Eligible employees under this section are authorized to be compensated pursuant to the following calculation:
1. The calculation of the payment authorized by this subsection shall be based upon the number of hours in the employee's established regularly scheduled standard work day that the eligible employee was scheduled to work during the period of time the employee was ordered not to report to their normal assigned work location pursuant to subsection (c), regardless of whether the employee performed work.
  2. The calculation of payment will not include any scheduled or anticipated overtime.
  3. Compensation paid pursuant to this agreement shall not count as hours worked for purposes of calculating overtime, except for those hours which the eligible employee performed work.
- E. Early Departure or Late Arrival. For emergency related reasons, following the activation of the County's COOP, an appointing authority: (1) may order eligible employees, who are currently working, to leave their normal work location before the scheduled end of their assigned work shift, or (2) may order eligible employees, who are not currently working, to arrive at their normal work location later than the scheduled beginning of their assigned work shift. Eligible employees who are ordered to leave early or arrive late pursuant to this subsection shall be paid for their scheduled hours not worked as provided in this agreement.
- F. Exceptions. This section shall not apply to employees who were on authorized paid leave of absence (e.g., vacation, sick leave, compensatory time off, or other paid leave) during all or a portion of any of the days specified in subsection (c). Such employees shall be compensated pursuant to the paid leave of absence provisions applicable to their absence from work during the days specified in subsection (c). This section also shall not apply to employees who were on authorized leave without pay during all or any portion of any of the days specified in subsection (c) since such employees would not have worked on these days regardless of the emergency conditions. This section may be waived by the appointing authority for good cause.

## ARTICLE 13. AGREEMENT, MODIFICATION AND WAIVER

### Section 1. Agreement



## ARTICLE 13. AGREEMENT, MODIFICATION AND WAIVER (Cont'd)

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.

### Section 2. Waiver

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.

### Section 3. Meet and Confer

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, during the term of this Memorandum.

### Section 4. Modification

No agreement, alteration, understanding, variation, waiver, or modification of any of these terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County Board of Supervisors.

## ARTICLE 14. 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 15. PROHIBITION OF JOB ACTION

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

- A. The unimpaired continuation of County services is of paramount importance to County residents. Therefore, during the term of this Memorandum of Agreement and for a one hundred eighty (180) calendar day period following the expiration of the term of this Memorandum of Agreement or conclusion of the impasse process (Article IV, Section and 4, of the San Diego County Labor Relations Ordinance ), whichever occurs later, neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment.

## ARTICLE 15. PROHIBITION OF JOB ACTION (Cont'd)

- B. An employee who engages in an activity prohibited in subsection A. herein above, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.
- C. In addition to the administrative adjustments authorized by subsection B. herein above, the County reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
- D. If the Board of Supervisors, by majority vote, determines to its satisfaction, that subsection A. herein above has been violated by the Association, the County may take action(s) as it deems appropriate.
- E. The Association, its representatives, and represented County employees shall comply with the provisions of this Memorandum of Agreement and shall make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection A. herein above, the Association, its representatives, and represented County employees agree to take appropriate steps necessary to assure compliance with this Memorandum of Agreement.

## 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. 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

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

request regarding revisions to Civil Service Rules and procedures and to re-open the following provisions of this Agreement, if necessary:

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

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request from the County regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open the following provisions of this Agreement, if necessary:

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

ARTICLE 18. RENEGOTIATION AND FUTURE EQUITY PROCESS

In the event the Association desires to meet and confer in good faith on the provisions of a successor memorandum, it shall serve upon the County its written request to commence meeting and conferring in good faith for such successor memorandum. Negotiations shall begin at a time mutually agreeable to the parties.

The County shall complete and issue an equity study ("2024 Equity Study") no later than January 1, 2025. The County will consult with the Association regarding the scope, methodology, classifications and comparators of the equity study. The County commits that in future contracts, it shall conduct an equity study in the same manner, which shall be completed and issued no later than six months prior to the expiration of the contract.

The County and Association shall discuss changes to the telework policy.

ARTICLE 19. DETERMINATION BY THE BOARD OF SUPERVISORS

This Memorandum is hereby submitted to the San Diego County Board of Supervisors by the Labor Relations Office 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 14th day of June, 2022.

**Please see next page for signatures.**

FOR THE COUNTY OF SAN DIEGO:

FOR THE SAN DIEGO DEPUTY  
COUNTY COUNSELS ASSOCIATION  
(CC AND CS UNITS):

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BRAD RANKIN  
Deputy Director, Human Resources

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RANDALL SJOBLOM, President