

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221**

SOCIAL WELFARE (SW) UNIT

JUNE 24, 2025 – June 23, 2028

BOARD OF SUPERVISORS

District 1 - Vacant
District 2 - Joel Anderson
District 3 - Terra Lawson-Remer
District 4 - Monica Montgomery Steppe
District 5 - Jim Desmond

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BETWEEN THE
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SOCIAL WELFARE (SW) UNIT

JUNE 24, 2025 – JUNE 23, 2028

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 Service Employees International Union, Local 221 hereafter designated as "Union" 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 24, 2025, through 5:00 p.m. on June 23, 2028, for those employees working in classifications in the representation unit referred to in Article 2, Section 1 hereof. Effective dates of individual provisions shall be as set forth in the provision or as contained in the implementation schedule.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

The County of San Diego recognizes the Service Employees International Union, Local 221, as the sole and exclusive representative for all classifications in this unit.

This unit consists of all classifications as stated in the listing set forth in the Appendix.

This memorandum applies to all classifications described in the Appendix, as well as such classes as may be added hereafter by the County.

Section 2. Payroll Deduction

In accordance with the rules and regulations of the Auditor and Controller, approved by the Board of Supervisors, it is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted by the County from the salary of each employee covered hereby who files with the Union a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered

ARTICLE 2. UNION RIGHTS (Cont'd)

hereunder shall be made to the Union by the County. It is not the intent of this Article to alter the current practice of remitting dues and other deductions to the Union as soon as possible after they have been withheld from salaries of employees.

The Union agrees to indemnify and hold harmless the County for any loss or damages or litigation costs resulting from the County's reliance on the Union's written authorization requesting that deductions be made. It is also agreed that neither the Union nor any employee shall have any claim against the County for any deductions made or not made, unless a claim of error is filed in writing to the County Auditor and Controller within thirty (30) calendar days after the date such deductions were or should have been made.

Section 3. Union Access

An authorized representative shall be permitted to meet with employees during their 15-minute coffee break time or lunch time to discuss work related problems. Such meetings may be scheduled in the coffee room or conference room as available.

Such representatives shall make their presence and purpose known to the Division/Section Chief or designee at the location.

County representatives shall respond promptly to access notifications (normally within one business day).

Section 4. Stewards

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

The Union may designate stewards to represent employees in the processing of grievances, appeals, from disciplinary actions, performance rating appeals, appeals resulting from denial of workers' compensation claims and other formal appeals. Stewards will not be entitled to County time off to perform as case advocates or assistant case advocates in formal appeals proceedings.

A. Stewards

1. The Union shall furnish the Labor Relations Office with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by the Union.
2. The Union will designate as a steward only employees who have passed an initial probation period and have been designated as permanent.

ARTICLE 2. UNION RIGHTS (Cont'd)

3. Alternate stewards shall be recognized as a regular steward only when such regular steward is absent.
4.
 - a. The Union shall be entitled to a steward in each department at each work facility in the Departments where there are at least eight (8) employees. Where there are more than twenty-five (25) employees, the Union shall be entitled to appoint one (1) additional steward for each additional twenty-five (25) employees or fraction thereof.
 - b. The Appointing Authority may request to meet with the Union regarding the placement and the number of shop stewards in the department. The placement and number of stewards may be changed by mutual agreement between the Union and the Appointing Authority or designee.
 - c. Two (2) or more departments or work locations may be combined to equal the number of employees necessary to entitle the Union to stewards as provided in 4.a above.
5. The county shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated Union stewards.
6. Limitation on Time Off. Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general Union business, except for conducting or assisting in scheduled departmental orientations for new employees.
7. Stewards may request a meeting with management to review and work on concerns at worksites.

B. Selection and Designation of Stewards

The Union shall determine the method of selection and shall designate stewards authorized pursuant to the provisions of this Article. Upon the selection and designation of stewards, the Union shall provide written notice to the appointing authority and the County's Labor Relations Office of the names and locations of all stewards. The Union shall provide written notice to the appointing authority and the County's Labor Relations Office of any changes to the designated stewards as they occur.

C. Duties of Stewards

When requested by an employee, a steward may investigate any alleged grievance and appeals set forth above in their assigned area. The steward shall

ARTICLE 2. UNION RIGHTS (Cont'd)

encourage the employee to discuss a problem informally with their supervisor prior to filing a formal grievance or appeal.

Steward Representation in Appeals: Stewards shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present appeals as set forth above.

Upon request of an employee who desires to file a formal written grievance pursuant to the grievance procedure, a steward may assist the employee in preparing the formal written grievance and may meet with the employee and the employee's immediate supervisor to attempt to resolve the grievance. In the event that the grievance is not resolved by the immediate supervisor, the steward shall have the right to represent, assist and be present with the grievant at all subsequent steps of the grievance procedure.

D. Investigation of Grievances by Stewards

In gathering information on a grievance, a steward may discuss the grievance with all employees immediately concerned.

E. Release from On-Duty Time for Stewards

Upon obtaining permission from their immediate supervisor, a steward shall be permitted to leave the normal work area during on-duty time for such time as is reasonably necessary for assisting an employee in preparing and presenting a grievance. The steward shall make prior arrangements and obtain permission from the grievant's immediate supervisor prior to entering the grievant's work area to contact the grievant. The grievant's immediate supervisor shall have the right to make arrangements for the steward to contact the grievant at a location other than the work area. If, in the opinion of the steward's supervisor or the grievant's supervisor, the time requested by the steward would unduly interfere with the maintenance of an adequate level of service, permission shall be denied and another date arranged as soon as possible when permission can be granted. Any time used by a steward to assist in preparing or presenting an employee's grievance during on-duty time shall be recorded by payroll purposes as "paid employee representative time." Any time used by a steward to assist in preparing and presenting an employee's grievance which does not occur during the steward's scheduled on-duty time shall not be considered as hours worked by the County.

F. Steward Conduct

A steward shall conform to all rules of conduct and standards of performance applicable to other employees. A steward's workload may, from time to time, be adjusted to the extent the appointing authority feels it is appropriate for proper processing of a given grievance or group of grievances. A request for such

ARTICLE 2. UNION RIGHTS (Cont'd)

adjustment may also be made by the Union. In no event, however, shall a steward be permitted on-duty release time for the purpose of conducting general Union business which is not directly related to an employee complaint nor shall a steward be permitted to conduct such general Union business while on duty in his or her normal work area. The County shall not attempt to transfer a steward for reasons associated with his or her duties as a steward.

Section 5. Employee's Appearance for the Union

The County shall grant a maximum of sixteen (16) hours time off per month without loss of compensation or other benefits to an employee representative of the Union when attending meetings of the Civil Service Commission, Retirement Board, Labor Relations Office, or the Board of Supervisors when the agenda for such meetings contains an item which directly affects the Union. No more than three (3) additional employee representatives will be granted similar time off for each appearance when they actually testify before the Civil Service Commission, Labor Relations Ordinance or the Board of Supervisors, or a scheduled meeting between the Union and the County.

Procedures to be followed for requesting and receiving release time for the purposes stated in this Section are contained in Article 2, Section 11.

Section 6. Bulletin Boards

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

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

Section 7. New Employees

A. New Employee Orientation

- 1. The County shall provide at least 10-days advance notice of the New Employee Orientation.
- 2. Each newly hired employee, as part of the County's New Employee Orientation meeting, will attend a forty-five (45) minutes session,

ARTICLE 2. UNION RIGHTS (Cont'd)

conducted by the Union, at 11:15 am without loss in compensation.

3. Union designee(s), including, but not limited to, Authorized Union representative(s), officers, stewards, and members, shall conduct the sessions covered under this Agreement.

B. Release Time

The County shall grant up to two (2) Union designee(s) release time to conduct the Union's portion of the County's New Employee Orientation if there are under 26 employees represented by SEIU in attendance. If there are between 26 and 35 employees represented by SEIU at the County's New Employee Orientation, the County shall grant up to three (3) Union designees release time. If there are over 35 employees represented by SEIU at the County's New Employee Orientation, the County shall grant up to four (4) Union designees release time. The release time includes reasonable time for travel and set up, without loss in compensation.

C. Employee Information

1. The County shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the County, and home address of any newly hired employee within seven (7) calendar days of the date of hire.
2. The County shall provide the Union with a list of information (name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the County) for all employees in the bargaining unit at least every 120-days.

D. Notice of Newly Hired Employee(s)

The County shall provide the Union designee(s) an electronic list of expected participant(s) in advance of the County's New Employee Orientation, the list of expected participant(s) shall include name, job title, department, on file with the County.

E. Neutrality

1. The County representatives will not interfere during the Union's portion of the County's New Employee Orientation.
2. Consistent with Government Code section 3550, which states a public employer shall not deter or discourage public employees or applicants to be public employees from becoming or remaining members of an employee organization, or from authorizing representation by an employee

ARTICLE 2. UNION RIGHTS (Cont'd)

organization, or from authorizing dues or fee deductions to an employee organization, the County representatives shall refrain from any discussion, mention, written, verbal, or other communication with bargaining unit employees that would, in any way, disparage the Union or intimidate bargaining unit employees from joining or participating with the Union. County representatives shall refrain from any mention of who can and cannot join or participate in with the Union with the sole exception of distinguishing bargaining unit employees from non-represented units. Further, the County shall not make any announcement about whether bargaining unit employees are required to stay for the Union's forty-five (45) minutes presentation, nor schedule any activity in connection with the onboarding session that occurs at the same time as the Union's presentation.

F. Facility and Resource Access

The Union shall have the right to access and use the County's facilities and audio-visual equipment, if available, to conduct sessions with newly hired employees. The County shall set a start time for all SEIU represented employees that gives the Union designee(s) forty- five (45) minutes to present.

Section 8. Mail Stop

The County shall provide a mailbox for the Service Employees International Union, Local 221, at the County Mail Center.

This mailbox shall be used only for mail:

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

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

Should a court rule or legislation be enacted that permits the use of County mail for bargaining unit members to communicate with the Union, then such use shall be permitted.

ARTICLE 2. UNION RIGHTS (Cont'd)

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

The mail stop number assigned to the Union is O850.

Section 9. Distribution of Union Material

Union Stewards, Officers and other appropriate Union designees shall have the right to place Union material, i.e., newsletters, flyers, posters, petitions, etc., in the employee mail boxes.

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

Representatives of the Union will normally distribute such Union material before or after working hours, or during lunch breaks provided distribution is done in a manner that does not interrupt normal County business.

Section 10. Release Time Procedures

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

A. This procedure shall apply to:

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

ARTICLE 3. NO DISCRIMINATION OR HARASSMENT

Section 1. Rights Afforded by this Agreement

In receiving the rights afforded by this Agreement, no person shall in any way be favored, discriminated against, or harassed to the extent prohibited by law.

Section 2. Equity, Diversity, and Inclusion Committee

The County and the Union share a commitment to equity, diversity, and inclusion (EDI) as outlined in as reflected in DHR Policy 111, Administrative Manual, 0010-11, Discrimination Complaint Procedures (Internal) Administrative Manual, 0010-13, Departmental Employee Discrimination Complaint Procedure Board of Supervisors Policy C-22, and Sexual Harassment Policy. The County and the Union are committed to promoting and supporting workplace diversity and to create an environment in the workplace that values and utilizes the contribution of people with different backgrounds, experiences, and perspectives.

The parties will establish a committee responsible for making recommendations for improving EDI.

The EDI Committee will be formed consisting of representatives of the four (4) Union, (3) Management, (1) Labor Relations and (1) Equity, Diversity and Inclusion DHR staff or their designee. This committee shall be established 90 days after the ratification of the agreement, and shall meet quarterly, up to 3-hours, or more frequently by mutual agreement, to discuss EDI. The D&I champions will invite and include employees designated by SEIU to participate in departmental EDI committees.

Section 3. Equity in Access

The County and Union will work towards Equity in Access to Opportunities. Training and committee assignments are available to all employees. Employees may work with their supervisor and/or departmental human resources officers to express interest in seeking out promotional opportunities.

Section 4. Workplace Environment

The County shall provide a professional work environment for all employees in which sexual, racial, gender-based and other types of harassment shall be strictly prohibited.

ARTICLE 4. WAGES

Section 1. Wages

ARTICLE 4. WAGES (Cont'd)

A. Wages

1. Wages

Fiscal Year 2025-2026: 3% wage increase effective June 27, 2025

Fiscal Year 2026-2027: 3.5% wage increase effective June 26, 2026

Fiscal Year 2027-2028: 3% wage increase effective June 25, 2027

Equity pay adjustments for Classifications

Market pay adjustment for Classifications (attached study). Koff & Associates completed a market study in 2024 ("Koff study"), which recommended salary increases for numerous SEIU 221 represented classifications for comparator employers. Based on the Cost-of-Living recommendations or year four (4) of the 2022 Koff Study (which ever is greater), the County shall make adjustments for such classifications in equal payments for each year of the life of this Memorandum of Agreement amounting to 1/3rd of the salary increase necessary to bring the classification to the median while preserving internal alignment.

Effective June 27, 2025, if the Cost-of living recommendation/year four (4) of the 2023 Koff study plus the 3% wage increase does not total a 4% increase in fiscal year 2025-2026, impacted classification(s) salary will increase to equal no greater than 4%. This paragraph is only applicable to fiscal year 2025-2026.

2. Lump Sum

A one-time lump sum payment of one thousand dollars (\$1,000) in year one, five hundred dollars (\$500) in year two, and two hundred and fifty dollars (\$250) in year three will be paid to eligible employees contingent upon both:

- A signed tentative agreement (TA) by June 4, 2025; AND
- A change to the County's Reserve Policy which provides additional one-time funds.

Two pay periods after the effective date of the Board of Supervisors changed reserves: One-time monetary payment of one thousand dollars (\$1,000) for all regular employees who have paid service during Fiscal Year 2024-2025. Payment to be made two pay periods after the effective date of the Board of Supervisors changed reserves. Part-time employees shall receive a pro-rated amount according to their standard hours.

- The one-time lump sum payment 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 terminate before the first day of the payroll period in which this payment will be made. An

ARTICLE 4. WAGES (Cont'd)

employee shall not be entitled to the one-time lump sum monetary 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.

Effective July 1, 2026: One-time monetary payment of five hundred dollars (\$500) for all regular employees who have paid service during Fiscal Year 2025-2026. Payment to be paid on the payday of payroll 02 (July 31, 2026). Part-time employees shall receive a pro-rated amount according to their standard hours.

Effective July 1, 2027: One-time monetary payment of two hundred and fifty dollars (\$250) for all regular employees who have paid service during fiscal year 2026-2027. Payment to be paid on the payday of payroll 02 (July 30, 2027). 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 employees' regular paycheck. For the one-time payments in an employee is not eligible to receive the one-time lump sum payment if they terminated before the first day of the payroll 02. An employee shall not be entitled to the one-time 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.

3. Internal Alignment

The following classifications shall receive an internal alignment compensation adjustment effective June 27, 2025, June 26, 2026, and June 25, 2027:

<u>Classification</u>	<u>Alignment Adjustment</u>
005235 – Social Worker I	<u>0.11%</u>
005253 – Protective Services Worker	<u>0.63%</u>
005254 – Senior Protective Services Worker	<u>1.38%</u>
005265 – Social Worker II	<u>0.11%</u>

- B. During the term of this Memorandum of Agreement, the County has the non-appealable right to increase compensation for classifications covered by this Agreement. Prior to implementing any wage increase, the County shall discuss, in a non-meet-and-confer forum, its intention(s) with the Union.

C. Direct Deposit

ARTICLE 4. WAGES (Cont'd)

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

D. Quality First Program

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

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

The Union will have input into the design and review of the Quality First performance teams and measures and to address Quality First operational issues through the Union Management committee.

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

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

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

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

ARTICLE 4. WAGES (Cont'd)

Employee Eligibility Criteria:

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

- a. The employee must have begun 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
- 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 7.2, but shall not include written reprimands.

E. Additional Step

Effective June 27, 2025, the County will add an additional top step that is 3.5% higher, for the following classification:

005223 – Human Services Specialist

Section 2. Step Plan

A. Performance-Based Step Advancement

Employees having an appointment as a result of suspension of competitive examination or certification from an eligible list, who have served in their class for at least 52 weeks at each step shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for their class.

Employees shall advance to the next higher step, if for the preceding performance rating period, the employee's overall performance was rated meets or exceeds expectations or higher or standard or higher. Employees who do not advance to the next step because they have received a performance rating below meets or exceeds expectations or below standard, shall receive, if requested by the employee, a supplemental appraisal midway through the employee's next appraisal cycle. This supplemental appraisal shall be dated from the date of the previous rating period and will adjust the beginning date of the next appraisal. The administrative appeal process set forth in the Civil Service Rule 5.1.6 shall be available to employees who have been rated below standard and thereby denied a step increase.

ARTICLE 4. WAGES (Cont'd)

If the employee receives a meet or exceeds expectations or a standard rating on the supplemental evaluation, they will receive their step increase effective the first day of the first pay period following such evaluation.

ARTICLE 5. HOURS OF WORK AND COMPENSATION

Section 1. Hours of Work

This section is intended to define the normal hours of work and shall be construed as a guarantee or limitation of the number of hours to be worked per day, per work period, or for any other period of time.

A. Work Day

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

B. Work Period

The standard work period is seven (7) consecutive days within which is included two (2) consecutive days of rest in a seven (7) consecutive day period. This work period shall be forty (40) hours.

C. Payroll Period

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

D. Twenty-Four Hour Operations

Schedules for employees who work shifts in 24-hour operations shall be established by the appointing authority and posted. Routine changes to such shifts shall be posted at least fourteen (14) calendar days prior to the effective date of the change.

Employees who report to work on shifts which begin in one calendar date and end in the next shall be compensated for the entire shift for the date the shift begins. Shifts shall not be scheduled to include split shifts, except in temporary emergency situations. Employees on shifts shall be scheduled to work ten (10) days and be off four (4) days in a fourteen (14) day work period. To the extent possible, the appointing authority will generally allow a schedule which will provide the employee with two (2) consecutive days off.

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

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

E. Changes

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

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

F. Lunch Period

The standard unpaid lunch period shall be one (1) hour; however, alternatives to a one-hour unpaid lunch period may be allowed at the discretion of the Agency when such alternatives meet operational needs.

G. Rest Periods

Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-workday. The rest period is to be taken at approximately the midpoint of each half-workday, if work and coverage reasonably permit. If work or coverage do not reasonably so permit, then the rest period is to be taken as time is available, but not so as to shorten the workday or lengthen the lunch break. Rest areas shall be open to employees for use as such during regular work hours except when conferences have been scheduled for their use.

Any subject which is allowable for discussion before, during, or after work, is allowable during the rest period in the rest areas.

H. Job-Sharing/Part-Time Requests

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

Section 2. Overtime Work and Compensation

This Section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay

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

period. The County shall seek volunteers when feasible to work non-emergent overtime before assigning mandatory overtime.

A. Definition of Overtime

Full-time employees: Full-time employees' overtime is authorized or ordered work actually worked by an employee, which is in excess of the standard work period. No full-time employee will be compensated for overtime unless they work more than forty (40) hours in a standard work period.

Permanent part-time employees: Part-time employees are defined as those who work a regular schedule of less than forty (40) hours in a standard work period.

Permanent part-time employees' overtime is authorized or ordered work, actually worked which is in excess of the standard 40-hour work period.

B. Computation of Overtime

Computation of overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus all differentials or bonus rates, to which the employee would be entitled for the overtime work performed.

Exclusions of Leave from Hours Actually Worked

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

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code established for the employee's class. Employees shall have their overtime hours computed as follows:

Code "N"	–	Employees covered by FLSA are eligible for overtime
(FLSA Covered)		at time and one-half cash or compensatory time off.

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

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

The decision to pay for overtime worked in cash or compensatory time off shall be at the reasonable, justifiable, discretion of the appointing authority with consideration for the employee's choice. Employees may request in advance their preference for cash or compensatory time off. The appointing authority shall grant the request if it meets the operational and/or funding needs of the Department. The decision of the Appointing Authority or Designee is final. An employee shall not be denied overtime opportunities due to request preferences to this section.

The County and the Union shall cooperate to maximize the ability of employee request to be honored. The parties may meet quarterly to review the status of overtime/comp or upon request of the Union.

C. Accrual of FLSA and Non-FLSA Compensatory Time Off

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

Employees who have accumulated FLSA compensatory time off that reach one hundred twenty (120) hours, shall be paid cash for overtime hours actually worked over the maximum FLSA compensatory time balance of one hundred twenty (120) hours.

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

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

An employee, who has reached eighty percent (80%) of the maximum accrual limit of compensatory time off, may request the appointing authority to pay off a specified amount of FLSA ("N" coded) compensatory time which was earned and credited while actually working in an overtime status. When pay off is approved by

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

the appointing authority, it shall be paid on an hour for hour basis at the employee's current rate.

Employees who are laid off shall receive compensation for unused compensatory time (See: Article 10, Section 8.I "Cash in Lieu of Compensatory Time Off") earned after April 15, 1986, in an FLSA-covered status. Such compensation shall not exceed one hundred twenty (120) FLSA hours or forty (40) non-FLSA hours.

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

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

Section 3. Call-Back Work

A. Definition

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

B. Qualifications

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

C. Compensation

Compensation of each call-back shall be based on a minimum of three hours pay at time-and-one-half, even if the employee worked less than three (3) hours during the call-back. Time worked in excess of three (3) hours shall be compensated in accordance with Section 2, Overtime Work and Compensation.

An employee call back again during the 3-hour period of an initial call-back, shall be compensated for three (3) hours of call-back duty only, except that if the second or subsequent call-back adds time worked beyond the initial three (3) hours, this time shall be compensated in accordance with Section 2, Overtime Work and Compensation. Upon expiration of the first three (3) hours of a call-back and provided the employee has gone off duty and left the work site, an additional call-back shall be compensated as for the initial call-back.

E. Court Call-Back

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

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

- D. Employee called back to duty shall, except for emergency situations, be given eight (8) hours rest in the 24-hour period which begins at the start of their last normal shift except that upon mutual agreement between the employee and the appointing authority, call-back compensation may be used to delay the start of the next workday for hours actually worked as call-back.

Section 4. Standby Duty Compensation

Standby Duty is that time during which an employee is assigned to stand by during specific hours outside the normal work period assignment, during which the employee must remain where they can be contacted by telephone, ready for immediate return to work to perform an essential service.

Certain standby shifts are designated as "critical" where the employee must report immediately upon being called to perform a service which cannot be delayed until the next normal working day, and which service is so critical as to frequently mean the difference between life and death.

Standby duty does not count as time worked, except to the extent that an employee is required to, and does actually return to a workplace and perform actual service. Employees assigned to standby shall not be entitled to call-back work compensation. An employee contacted through the Agency during standby duty hours and required to perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the Agency to perform such services.

- A. To be eligible to receive standby compensation, an employee must actually be assigned to a position which has been designated by the appointing authority and approved by the Chief Administrative Officer as an official standby, or critical standby, position.
- B. Compensation: Employees who serve a standby shift shall be paid the equivalent of one (1) hour's compensation for each normal standby shift, provided such shift is not longer than the employee's normal workday. A normal workday is defined as eight (8) hours. Employees who serve a critical standby shift shall be paid the equivalent of two (2) hours compensation for each critical standby shift. Change to standby shifts shall not qualify an employee for non-routine shift change premium.

Section 5. Available Time

- A. Available Time Defined

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

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

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

Section 6. Non-Routine Shift Change Compensation

Where employees are scheduled in advance for a specific shift and specific days off for any biweekly pay period and it becomes necessary for management to change such a shift or day off to meet operational needs or cover for unscheduled absences, an employee whose schedule is changed with less than fourteen (14) calendar days' notice shall receive a three hundred dollar (\$300) premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee's right to the call-back or overtime provisions of this Memorandum of Agreement.

Section 7. Temporary Assignment Compensation

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

- A. A written request shall be submitted by the appointing authority, prior to the assignment (or in an emergency within five (5) working days thereafter), to the Director, Department of Human Resources.
- B. The Director, Department of Human Resources, has approved the appointing authority's request for temporary assignment.
- C. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.
- D. The employee will remain in their current class during the time they are assigned to perform the duties of the higher class. At the conclusion of such assignment, the rate shall return to the normal rate for the employee's current class. An employee who is temporarily assigned to the duties of a higher class and who terminates or is terminated from County service during such assignment, shall be paid terminal benefits at the rate appropriate to such employee's current class.

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

- E. The assignment must be for over two (2) weeks but must not exceed twenty-six (26) weeks. Employees on temporary assignment, after two (2) weeks, will be compensated from the first day of appointment.
- F. The employee so assigned shall be compensated by receiving, in addition to the base rate of compensation which has been established for their current class, a "bonus rate." This bonus rate shall be the difference between the rate of compensation for their current class and that of the higher class.
- G. The amount of the "bonus rate" in "F" is determined by:
 - 1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or
 - 2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent (5%) or more when rounded to the nearest tenth of a percent.
- H. In the event an employee has been assigned to perform the duties of a vacant position or for a temporarily absent incumbent in a higher class for over two (2) weeks, the employee may make a request directly to the Group Human Resources Director to be declared eligible for "temporary assignment compensation." If the Group Human Resources Director, with the approval of the Director, Department of Human Resources, deems the employee is qualified to perform the duties of the higher class, and the employee has been on temporary assignment for over two (2) weeks, the employee so assigned will be compensated in accordance with Paragraphs E and F above. The assignment must be for over two (2) weeks but must not exceed twenty-six (26) weeks.

ARTICLE 6. WORK PREMIUMS

Section 1. Calculation of Work Premiums

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

ARTICLE 6. WORK PREMIUMS (Cont'd)

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

Section 2. Bilingual Premium (All languages)

The appointing authority may assign a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. The Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties, or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skills is sixty dollars (\$60) bi-weekly; seventy five cents (\$0.75) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is thirty dollars (\$30) biweekly; thirty seven and a half cents (\$0.375) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:

005225 – Human Services Control Specialist
005246 – Patient Services Specialist III (T)

Caseloads and/or assignments shall be monitored monthly to address potential bilingual and monolingual caseload and/or assignments inequities.

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

The County and SEIU will meet to conduct a comprehensive analysis of bilingual service needs of all languages across all departments. The goals will be for potential agreed upon

ARTICLE 6. WORK PREMIUMS (Cont'd)

next steps and projected timeline for implementation if applicable. The first meeting shall be scheduled no later than 3 months after board adoption of 2025.

Section 3. Retention/Recruitment Bilingual Premium

The appointing authority may assign a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. The Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties, or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving the premium.

Class A: The rate for Class A bilingual skills is ninety dollars (\$90) biweekly; one dollar and one hundred twenty five thousandths cents (\$1.125) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing translation). The fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is forty five dollars (\$45) biweekly; five thousand six hundred twenty-five ten thousandths cents (\$0.5625) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:

005223 – Human Services Specialist
004911 – Social Services Aide
004913 – Protective Services Assistant

Caseloads and/or assignments shall be monitored monthly to address potential bilingual and monolingual caseload and/or assignments inequities.

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

Section 4. Bilingual Premium (Protective Service Worker/Social Worker Recruitment/Retention)

ARTICLE 6. WORK PREMIUMS (Cont'd)

The appointing authority may assign a qualified employee to perform bilingual duties in child and family well-being and social worker positions which have been identified and designated as requiring bilingual skills. The Health & Human Services Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving the premium.

Class A: The rate for Class A bilingual skills is one hundred and thirty five dollars (\$135) biweekly; one dollar and six thousand eight hundred seventy five ten thousandths cents (\$1.6875) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing and translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is sixty seven dollars and fifty cents (\$67.50) biweekly; eight four thousand three hundred seventy five ten thousandths cents (\$0.84375) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) or less hours in an 80-hour biweekly pay period. This fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:

005254 – Senior Protective Services Worker
005253 – Protective Services Worker
005261 – Health Services Social Worker
005260 – Social Worker III
005265 – Social Worker II
005235 – Social Worker I

Caseloads and/or assignment shall be monitored monthly to address potential bilingual and monolingual caseload and/or assignment inequities.

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

Section 5. Night Shift Premium

ARTICLE 6. WORK PREMIUMS (Cont'd)

- A. Employees shall be entitled to second (night) shift differential. Such second shift differential shall be eighty cents (\$0.80) per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Second shift differential shall be paid to an employee who is assigned to an established second (night) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00a.m.
- B. Employees shall be entitled to third (graveyard) shift differential. Such third shift differential shall be eighty cents (\$0.80) per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Third shift differential shall be paid to an employee who is assigned to an established third (graveyard) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00 a.m.
- C. This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

Section 6. Master of Social Work (MSW) Premium

An employee in an eligible class shall be paid fifty dollars (\$50) biweekly upon furnishing satisfactory evidence that they possess a Master of Social Work (MSW) degree.

Eligible Classes:

005253 – Protective Services Worker

005254 – Senior Protective Services Worker

Section 7. Hospital and Community Support Services Assignment Premium

Eligible employees regularly assigned to the Hospital and Community Support Services Program in the Health & Human Services Agency shall receive additional compensation of approximately five percent (5%) above their regular base pay. This premium is paid for time off, but not for terminal payoff.

Eligible Class:

005223 – Human Services Specialist

Section 8. Human Services Specialist Premium

Effective July 1, 2022, the County will add a classification premium of three percent (3%) above the employee's base pay effective when an employee reaches step 3. This premium shall not apply towards paid time off or terminal pay.

Eligible Class:

005223 – Human Services Specialist

Section 9. Polinsky Children's Center Location Premium

ARTICLE 6. WORK PREMIUMS (Cont'd)

Employees in classifications designated below whose principal assignment is to Polinsky Children's Center shall receive additional compensation at a rate approximately five percent (5%) above their regular base rate for such assignment. This premium shall apply to time worked only and shall not apply toward paid time off or terminal payoff.

Eligible Classes:

005235 – Social Worker I

005260 – Social Worker III

005253 – Protective Services Worker

005254 – Senior Protective Services Worker

Section 10. Emergency Response Premium

Employees in eligible classifications listed below whose principal assignment is in Emergency Response for the Child and Family Well-Being Department shall receive additional compensation of approximately five percent (5%) above their regular base pay. This premium shall not apply towards paid time off or terminal pay.

Eligible Classes:

005253 – Protective Services Worker

005254 – Senior Protective Services Worker

Section 11. Emergency Psychiatric Unit Premium

Employees assigned to the Emergency Psychiatric Unit (EPU) at the Psychiatric Hospital or Edgemoor Hospital shall be paid a premium of ten percent (10%) of their regular base wage rate for time worked. This premium shall apply to time worked only and shall not apply towards paid time off or terminal payoff.

Section 12. Covered Healthcare Worker Premium

In accordance with requirements laid out in SB 525 (October 2023), the state established a graduated minimum wage for covered healthcare workers at facilities that meet certain requirements. The Covered Healthcare Worker Premium will ensure that each individual Covered Healthcare Worker meets that minimum wage requirement for all paid hours worked by paying them the necessary premium so that the worker meets the required minimum wage.

Class A: \$0.50 per paid hour worked. If the worker's minimum wage is between \$0.01 and \$0.50 below the required minimum wage, they will receive the Class A premium.

ARTICLE 6. WORK PREMIUMS (Cont'd)

- Class B: \$1.00 per paid hour worked. If the worker's minimum wage is between \$0.51 and \$1.00 below the required minimum wage, they will receive the Class B premium.
- Class C: \$1.50 per paid hour worked. If the worker's minimum wage is between \$1.01 and \$1.50 below the required minimum wage, they will receive the Class C premium.
- Class D: \$2.00 per paid hour worked. If the worker's minimum wage is between \$1.51 and \$2.00 below the required minimum wage, they will receive the Class D premium.
- Class E: \$2.50 per paid hour worked. If the worker's minimum wage is between \$2.01 and \$2.50 below the required minimum wage, they will receive the Class E premium.
- Class F: \$3.00 per paid hour worked. If the worker's minimum wage is between \$2.51 and \$3.00 below the required minimum wage, they will receive the Class E premium.

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

ARTICLE 7. PAID LEAVES

Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

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

ARTICLE 7. PAID LEAVES (Cont'd)

of 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

All employees who have paid service in Payroll 02 shall be entitled to one-fifth (1/5) the employee's regularly scheduled biweekly hours, not to exceed sixteen (16) hours of floating holiday time. This time may be taken beginning in Payroll 03 at a time agreeable to both employee and the appointing authority. An employee may accumulate a maximum balance of twenty-four (24) hours of floating holiday time. Any balance that exceeds twenty-four (24) hours will automatically be reduced to the twenty-four (24) hour maximum accrual limit.

All non-FLSA compensatory time balances shall be paid off at the final hourly rate in the event of the death of the employee.

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 work day after a holiday shall receive compensation for eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10th) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

C. Compensation for Holidays Worked

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

ARTICLE 7. PAID LEAVES (Cont'd)

payment for overtime at one and one-half times their hourly rate, or in a class eligible to receive overtime premium compensation, the employee shall receive cash at the rate of one and one-half times for all hours worked, not to exceed one-tenth (1/10) the number of regularly scheduled hours in the employee's biweekly pay period. Hours in excess of one-tenth (1/10) of the number of regularly scheduled hours in the employee's biweekly pay period shall be compensated pursuant to Article 5, Section 2, Overtime Work and Compensation.

3. For working a holiday, those employees in classes not covered in a subparagraph (1) shall earn compensatory time off equivalent to the number of hours actually worked but not to exceed one-tenth (1/10) the number of hours in that employee's normal biweekly pay period. Time worked in excess of eight (8) hours on a holiday shall be compensated in accordance with Article 5, Section 2, Overtime Work and Compensation.

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 biweekly pay period. Sunday holidays will be observed on Monday. Saturday holidays will be observed on Friday.

E. Holiday Compensation - Twenty-Four Hour Operations

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

Instead, the employees, who are assigned to work shifts on December 25 and January 1, will receive holiday compensation pursuant to Sections 1.C (1) & C (2) above on those dates. For employees who do not work on December 25 and January 1 because these holidays fall on the employee's regularly scheduled day off, these employees shall not be covered by Article 7, Section 1.C, but will receive the equivalent of one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period.

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

ARTICLE 7. PAID LEAVES (Cont'd)

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

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

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

B. Earnings

Eligible employees earn vacation credit as follows:

Years of Continuous Service During Present Employment	Vacation Credit For Each Hour of Regularly Scheduled Paid Service	Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Less than 5	3.846% of working hour	80 hrs./10 workdays
5 to 15	5.769% of working hour	120 hrs./15 workdays
15 or more	7.692% of working hour	160 hrs./20 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 the 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 reemployment on or after April 29, 2019.

ARTICLE 7. PAID LEAVES (Cont'd)

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

C. Granting Requests, Schedules

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

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

Whenever possible, vacation will be scheduled as requested by the employee. If requested, a response to the employee's request for vacation will be made within fifteen (15) working days.

Vacation may be authorized for unexpected personal needs. However, this provision shall not be construed to relieve the employee of the responsibility of obtaining advance approval.

Management will review requests fairly, considering business needs while ensuring employees have the opportunity for necessary rest and work-life balance. Supervisors and/or Management will collaborate with employees to manage workloads reasonably before taking approved vacation. Supervisors will also work with employees to ensure any tasks that cannot be completed are delegated or reassigned. Employees shall not be required to provide or find coverage to take vacation.

D. Maximum Allowable Accumulation

1. The balance of an employee's vacation credits of record (including vacation earned but not credited); hereinafter "accumulation" shall not exceed an amount equal to twice the annualized current vacation earnings rate of the employee. This is the employee's "Maximum Balance."
2. In any payroll period, an employee shall earn vacation equal to the lesser of:
 - a. The amount specified in 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.

ARTICLE 7. PAID LEAVES (Cont'd)

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
3. The employee has used one-half (50%) of their authorized annualized vacation accrual for the period beginning at the start of Payroll 07 of the previous fiscal year and ending at the end of Payroll 06 of the current fiscal year; and
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 Workload Exception

Notwithstanding Section 2.E (3) above, an employee who is assigned to a major project or significant workload for which the project or work-related activities extend

ARTICLE 7. PAID LEAVES (Cont'd)

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.

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.

Vacation Credits

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

I. Anti-Terrorist Campaigns Leave Exceptions

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

Section 3. Bereavement Leave

ARTICLE 7. PAID LEAVES (Cont'd)

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. In addition, 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, wellness reason, for emergency or routine medical or dental appointments, that include mental health care and for reasonable travel time to and from health care facilities.

An employee may also be granted up to a maximum of eighty (80) hours of paid sick leave in a twelve (12) month period for the purpose of caring for a member of their immediate family (as defined in Paragraph C below) who is ill or injured. In addition, if the employee requests paid sick leave in excess of eighty (80) hours in order to care or arrange care for a member of 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.

A. Eligibility

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

B. Earnings

ARTICLE 7. PAID LEAVES (Cont'd)

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

C. Definition of Immediate Family

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

D. Use of Sick Leave

Sick leave is available the first day of the pay period following the pay period in which it was earned and is taken in units of one-tenth (1/10th) of one hour. Use of sick leave is subject to the approval of the appointing authority. Upon request of an employee, the appointing authority may allow the substitution of five (5) or more days of sick leave for paid vacation, if the employee was ill or injured.

E. Request for Sick Leave

Each request for sick leave shall set forth the reasons for the request and such further information as may be required. Sick leave usage includes employee's personal wellness. For employees who have used fifty-two (52) or more hours of sick leave in a calendar year, each subsequent request for more than five (5) consecutive work days, or forty (40) hours, if an employee is on an alternative work schedule, shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

Upon request of the appointing authority, an employee shall be required to provide the above-described verification of the proper use of sick leave at any time prior to the expiration of five (5) consecutive 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 June 30, 1979, shall not be eligible for compensation for any of their unused sick leave credits.

ARTICLE 7. PAID LEAVES (Cont'd)

2. An employee with ten (10) or more years of continuous service during that employee's present employment who retires, voluntarily terminates, dies, discontinues earning sick leave credits by reason of that employee changing from being paid at a biweekly rate, is elected to County office, or is laid off, shall be paid twenty-five percent (25%) of that employee's accumulated sick leave credits. An employee who received such compensation shall have no right to restoration of any sick leave credit upon return to County service.
3. Employees who earned County service prior to July 1, 1979, and in accordance with the above provisions, shall be compensated for their unused sick leave credits as determined by the following payout ranges:

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

Cash payout for unused sick leave credits shall not exceed the upper limit of the range at which the employee's unused credits lie as of June 30, 1979.

Sick Leave

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

G. Conversion of Sick Leave Credits to Retirement Service Credit

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

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,

ARTICLE 7. PAID LEAVES (Cont'd)

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

ARTICLE 7. PAID LEAVES (Cont'd)

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.

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.

The appointing authority shall provide release time to allow an employee to attend follow-up medical appointments for accepted work-related injuries.

A. Ineligibility

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

1. Failure to use or wear prescribed safety or personal protective equipment;
2. Failure to follow safety rules and regulations;
3. Where the employee's gross negligence or willful misconduct is a proximate cause of the injury;
4. Any time the appointing authority, upon investigation, certifies that suitable light-duty employment is available, and the 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.

ARTICLE 7. PAID LEAVES (Cont'd)

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: Any physician listed in Labor Code Section 3209.3 who is authorized by the County and is currently treating the employee for the job-related injury which forms the basis for injury leave eligibility.
7. Light Duty: Any restriction of hours worked and/or duties performed as a result of a job-related injury where such hours and/or duties are different than the employee's established work schedule and/or regular assigned duties prior to the injury.

C. Request

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

D. Investigation

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

ARTICLE 7. PAID LEAVES (Cont'd)

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 the basis for the appeal.

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

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

Each party to the appeal before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half 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) calendar day waiting period. In such cases, injury leave may commence the first day the injured employee leaves work or is hospitalized as a result of the injury.
2. The duration of injury leave shall be that determined by the Director, after an investigation. An injury shall be deemed to continue through a recurrence, aggravation, or sequelae of the initial injury for which the leave may be granted. Injury leave shall not total more than one thousand four hundred and forty (1,440) aggregate hours for the particular injury.
3. If, subsequent to the granting of injury leave for a period of less than one thousand four hundred and forty (1,440) aggregate hours, it appears that leave should be granted for an additional period of time, the employee may request additional injury leave. This request shall be submitted and

ARTICLE 7. PAID LEAVES (Cont'd)

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 one thousand four hundred and forty (1,440) aggregate hours for the particular injury.

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

G. Holidays Falling During Injury Leave

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

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

H. Absence Pending Injury Leave

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

I. Workers' Compensation and Leave

- .1. 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.
2. 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.

ARTICLE 7. PAID LEAVES (Cont'd)

K. Light Duty

Where the injured employee's treating physician authorized by the County recommends light-duty assignment, it will be the responsibility of the appointing authority to arrange suitable light duty. Department of Human Resources may 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

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

A. Eligibility

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

B. Duration of Leave

1. Required attendance before Federal, Superior, Municipal, and Justice Courts located within San Diego County or county of residence.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than full day and the employee can reasonably be expected to return to work.

Section 7. Career Enhancement Leave

Release Time for Career Enhancement Purposes

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

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

ARTICLE 7. PAID LEAVES (Cont'd)

The Health and Human Services Agency agrees to provide a copy of the Agency's Policy and Procedure Manual, Policy No. D-13, "Education Reimbursement and Education Release Time." This policy provides the procedures for requesting approval of educational release time.

All employees shall have an opportunity to participate at internal in-person self-defense and de-escalation training once every two years on paid County time. The County shall make efforts to ensure these trainings are made available.

Section 8. Military Leave

A. General Provisions

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

B. Review and Approval

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

C. Request for Military Leave

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

Section 9. 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, child or parent, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave is therefore facing financial hardship.
- B. The transfers must be a minimum of four (4) hours per transaction and in whole hour increments thereafter.

ARTICLE 7. PAID LEAVES (Cont'd)

- C. Transfers shall be allowed to cross departmental lines in accordance with policies of the receiving department.
- D. The total maximum leave credits received by an employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by 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.
- G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority, and the receiving employee's appointing authority (in the case of interdepartmental transfer) will be provided for on such form.
- H. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

Section 10. Administrative Leave

A. Definition

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

B. Eligibility

Biweekly rate employees shall be eligible to receive administrative leave.

C. Conditions

The appointing authority may direct an eligible employee to take administrative leave only if there is the occurrence, or the likelihood for the occurrence of, emergency or extraordinary circumstances which satisfy either one (1) or both of the following two (2) conditions:

ARTICLE 7. PAID LEAVES (Cont'd)

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee 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 work site is essential to ensure 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 Sections 10.C (1) or (2) above, by reassigning the employee to other duties or to a different work site within the Agency; or
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or
3. The emergency or extraordinary circumstances, referenced under Section 10.C above, are, as a result of the Skelly conference, sufficiently clear to indicate that the employee's conduct has caused such circumstances and that such conduct constitutes grounds for immediate suspension or termination pursuant to Rule VII of the County of San Diego Civil Service Rules.

E. Procedures

1. The appointing authority shall provide the employee written notice of the administrative leave, its effective date and duration, and the reasons for placing the employee on such leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The appointing authority shall commence an investigation of the emergency or extraordinary circumstances not later than one (1) working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.

ARTICLE 7. PAID LEAVES (Cont'd)

3. If prior to the end of the administrative leave period (as specified in the written notice to the employee), the appointing authority determines that the employee's absence is no longer essential, the appointing authority shall notify the employee that administrative leave is no longer authorized effective the next working day and direct the employee to return to duty on such date. Such notice may be oral but must be memorialized in the form of written notice which shall be provided to the employee. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under Section 10.C above. Administrative leave may be extended additional working days if more time is needed to complete the investigation, subject to the approval of the Director. When leave is extended for additional working days, the Skelly conference shall be conducted prior to the expiration of the leave except in cases of criminal investigations or other extenuating circumstances. In cases of investigations by law enforcement agencies or management, or pending Skelly conferences, administrative leave may be further extended upon 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.
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 11. Employee Poll Worker Program

ARTICLE 7. PAID LEAVES (Cont'd)

- 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 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 his or her 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

ARTICLE 7. PAID LEAVES (Cont'd)

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 12. Paid Emergency Leave

During a public emergency, as declared by the Chief Administrative Officer, impacted employees may be granted paid emergency leave upon request by employees. Each eligible employee may be authorized to use up to 80 hours per fiscal year of emergency leave for qualifying activities. Emergency leave requests shall be subject to review and approval by the Deputy Chief Administrative Officer or designee. This leave shall not be available to any employee while on an approved leave of absence. The authorized paid leave hours are not eligible for cash payout or terminal payoff.

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 8. UNPAID LEAVES

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

A. Leave Without Pay With Right of Return

If leave without pay 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. An employee shall not be required to exhaust all their vacation and compensatory time before commencing this type of leave.

1. Personal Leave. An employee may be granted personal leave without pay for a maximum of sixty (60) workdays. Leave beyond sixty (60) days not to exceed one (1) year is subject to the approval of the Director of the Department of Human Resources. Personal leave may be authorized for pregnancy and childcare.
2. Temporary Appointment Leave. An employee may be granted leave without pay to accept a temporary appointment (includes provisional

ARTICLE 8. UNPAID LEAVES (Cont'd)

appointments) to a classified position in the same or another County department. Such leaves shall be for a maximum of twenty-six (26) biweekly pay periods.

An employee granted leave without pay pursuant to this provision, if not offered an opportunity to return to the same class of position in the same department at the expiration of such leave, shall be provided additional leave until a position in their class and department is made available to them, provided that such employee shall have a 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 (1) year. However, if an employee is unable to return to work at the end of one (1) year, the employee shall be placed on leave without pay without right to return for a maximum of one (1) year, as provided in Section 1.B below.

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

4. Leave without pay for good cause, other than illness, up to twenty-six (26) biweekly pay periods. Good cause includes leave requested for Union activity. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.
5. Voluntary Work 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:
 - a. Leave must be taken in increments of one full regular workday for the eligible employee (e.g., 8, 9, 10, or 12 hours).
 - b. Such leave shall be available only during a period or periods of time designated by the Board of Supervisors as time of economic hardship.
 - c. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one regular pay period for the eligible employee.

ARTICLE 8. UNPAID LEAVES (Cont'd)

- d. Credits toward paid leave and holiday eligibility shall accrue as though the employee were on paid status.
 - e. Time on this special unpaid leave shall apply toward time in service for completion of probation and toward seniority for purposes of layoff.
 - f. 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.
 - g. Employees on other leave without pay shall not be eligible for work furlough.
4. 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 of the Department of Human Resources, may grant a corresponding number of permanent employees leave without pay with right of return to the same class in the same Service/division in the department in which the leave was granted for up to twenty-six (26) biweekly pay periods subject to the following conditions.
- a. The employee shall not be required to use accumulated vacation and compensatory time off prior to taking this type of leave.
 - b. 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.
 - c. 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.
 - d. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.
 - e. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.
 - f. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave,

ARTICLE 8. UNPAID LEAVES (Cont'd)

but that the employee may continue such coverage at their own expense.

5. Unpaid Union Leave. Two (2) employees may be granted up to six (6) months of leave without pay with right to return to work for the Union. This leave must be requested from the Labor Relations Division of the Department of Human Resources and approved by the Agency. Requests for this leave shall not be unreasonably denied.

B. Disability Leave

A permanent employee may be granted 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. The employee must first exhaust their paid leave (compensatory time off, sick leave and vacation). When the employee is capable of returning to work, the employee shall be entitled to return to the same class in the same agency as they had at the commencement of the leave.

However, if an employee is unable to return to work at the end of one year of medical leave, the employee shall be placed on leave without pay without right to return for a maximum of one year under the provisions of miscellaneous leave, except that, if a disability retirement application is pending with the County Retirement Office, such leave shall continue until final determination of the application is made.

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

D. 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

ARTICLE 8. UNPAID LEAVES (Cont'd)

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

E. 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.

F. Denial of Leave

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

G. Family Medical Leave

In general, FMLA entitles qualified employees to up to twelve (12) weeks of leave in a twelve (12) month period for the birth, adoption or placement for foster care of a child, to care for the newborn, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition. Employers covered by the law are required to maintain any pre-existing health coverage during the leave period and, once the leave period is concluded, to reinstate the employee to the same or an equivalent job. The FMLA, together with the implementing regulations under the Code of Federal Regulations Part 825, and the CFRA, together with the implementing regulations promulgated by the Fair Employment and Housing Commission and the provisions of Compensation Ordinance Section 4.3.1 are hereby incorporated in this Memorandum of Agreement.

1. 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.
2. 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 requirements of the FMLA or the CFRA.

ARTICLE 8. UNPAID LEAVES (Cont'd)

3. Conditions.

- a. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.
- b. 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".
- c. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member or registered domestic partner (a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a state "Certificate of Registered Domestic Partnership" submitted to employee benefits), they must provide medical certification on the appropriate form, as provided by the County. 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.
- d. 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.
- e. 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.
- f. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.1.
- g. 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

ARTICLE 8. UNPAID LEAVES (Cont'd)

of County unpaid leave, they may not be entitled to return to their previous position.

- h. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.1.

H. Appeal of Disputes: Unpaid Leaves

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

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1. License Reimbursement

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

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

However, an employee who is required by their agency/department to upgrade their driver license will be reimbursed for the amount of the fee that exceeds the fee of the class C driver license. If a driver license upgrade is required by the Agency at a time other than the normal renewal time for the employee, the Agency will reimburse the entire driver license fee.

Section 2. Private Mileage and Use of County Cars

A. Private Mileage

- 1. Certification. Certification determines whether an employee is eligible to drive on County business or not. The Department Head may authorize an eligible employee either to receive reimbursement at the rate in Section 3.A.3 below for miles driven on County business in the employee's private vehicle; to drive a County car on County business; or to use a County pool car on County business. Recertification confirms whether an employee is eligible to drive on County business or not.

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

2. Rationing. In the event a gasoline rationing/allotment program is mandated, the County will not require an employee to use his or her personal allocation for County business.
3. Rate of Reimbursement. Employees who use their personal vehicle for County business shall be reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.
4. Reimbursement to County for Use of County Vehicle. This provision reinforces County policy that a County vehicle shall not be used for personal business.

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

Such reimbursement shall be:

- a. Calculated by multiplying the number of round-trip miles between the employee's headquarters and home by the rate in Section 3.A.3 above multiplied by the number of days the employee worked in a pay period.
- b. Deducted from the employee's biweekly warrant, and
- c. Waived only upon written authorization from the Chief Administrative Officer.

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

B. Use of County Cars

1. Certification. See Section 3.A.1.
2. The County may require an employee to use a County vehicle when the employee drives on County business.
3. 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.

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

C. Reimbursement Schedule for Travel Outside San Diego County

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

Section 3. Parking and Transportation

A. Parking

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

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

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

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

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

1. Up to one hundred dollars (\$100) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit System (MTS) pass (which includes trolley usage), or North County Transit District pass, or Coaster pass, or similar transit pass. Employees are eligible to participate in the Transit Pass Program on the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass; or
2. Three-hundred dollars (\$300) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

3. Two hundred dollars (\$200) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program through SANDAG at the below locations.

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

Employees who receive a transit and parking reimbursement, the total shall not exceed three-hundred dollars (\$300).

Section 4. Repayment of Specialized Training Expenses

- A. The County may recover specialized training expenses from an employee who terminates employment within one (1) year of completion date of such training consistent with the following schedule of reimbursement:

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

- B. In cases where specialized training is to be made available, the Appointing Authority shall include in the request for training authorization a signed agreement between the County and the employee which provides that training costs in excess of one thousand dollars (\$1,000) for any single training session or related series of training sessions will be reimbursed to the County if the employee voluntarily terminates prior to one (1) year for any reason other than death or disability retirement.
- C. Training costs shall be calculated to include:
 1. Travel expenses
 2. Meals and lodging expenses
 3. Registration or tuition expenses

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

4. Books and other related materials expenses
- D. At the request of the Appointing Authority, the Chief Financial Officer may consider a reduction of, or a complete release from, the employee's obligation if extreme hardship can be demonstrated in writing.
- E. Specialized training is determined by the Appointing Authority, and generally does not include conferences or training that is required for performing the basic functions and duties of employee's classification.
- F. Further, this provision shall not apply to training with no net cost to the County by virtue of being covered by an offsetting grant or other reimbursement.

ARTICLE 10. 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 rules and regulations governing such employer contributions.

Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions.

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

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

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

After March 8, 2002, employees electing the General members enhanced retirement formula "Tier A" shall via payroll deduction, the amount prescribed by the rate established for each employee's contribution for "Tier A" into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions. Retirement benefits for employees hired on or after August 28, 2009 but before December 1, 2012

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

and those employees otherwise allowed for by State Law shall be those established for a "Tier B" program for eligible employees.

"Tier B" shall consist of the following benefits:

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

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

Formula	2.5% @67 (Gov. Code § 7522.20)
Final Average Compensation	Highest 3-year Average
Minimum Retirement Age	52
COLA	Maximum 2%

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 this Retirement Tier 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. Except as mandated by law, during the term of this Agreement, the County will not modify the retirement contribution offsets or retirement benefits agreed to herein for Tiers A, B or C.

All employees enrolled in General Tier D retirement (established July 1, 2018), will receive a retention premium of 2.5% for 15 years of service with the County of San Diego and an additional 2.5% 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.

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

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

The County is committed to conducting a public study with a report back to the Board of Supervisors that will calculate the cost, including contracting with an actuarial, if necessary, for placing all current Tier D employees into Tier C and all new employees into Tier C.

A. Retirement Offset

1. Unless modified by Section 1.A.2. hereinbelow, and notwithstanding the above, the County will offset a portion of the employee's prescribed rate. The County shall, therefore, contribute the below rates, but no more than the employee's established rate. In the event that the employee's rate is less than the rate indicated 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.

Effective June 9, 2017, the County's retirement contribution offset shall be eliminated.

Tier C:
No Offset.

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

2.
 - a. For employees employed in classifications covered by this agreement on or after July 5, 1996, one half of the retirement offset provided for in Section 1.A.1. above shall be paid until that employee qualifies by having completed at least five (5) years of continuous service in the County retirement system. Upon completion of at least five (5) years of continuous service in the County retirement system, the employee shall receive the full retirement offset established in subsection A of this Section.
 - b. Notwithstanding Section A.2.a. above, the County has the right to:
 - i. determine which classification(s), if any, shall be exempted from this provision;
 - ii. implement such determinations as the County deems advisable.

Section 2. Insurance/Flexible Benefits Plan

Eligibility: Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

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.

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

"Core" Benefits:

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

Optional Benefits:

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

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

2. Coverage

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

Coverage by County Spouse

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

An eligible County employee married to another eligible County employee and who submits satisfactory “proof of health insurance” coverage may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the “employee only” County contribution amount available to apply toward the employee's Flexible Benefits Plan during the employee's active employment.

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.

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, and the California Revenue and Taxation Code, but will not be taxable for State taxes. 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. Employees should contact their tax professionals for further explanation of how their income taxes will be impacted.

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

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

Plan (which includes health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the County's contribution toward the Flexible Benefits Plan. The County's contribution toward the Flexible Benefits Plan shall be:

Effective January 1, 2026: 6% increase

	Per Month	Approximate Annual
Employee Only	\$924.00	\$11,088.00
Employee + 1	\$1,402.00	\$16,824.00
Employee + 2 or more	\$2,041.00	\$24,492.00

Effective January 1, 2027: 6% increase

	Per Month	Approximate Annual
Employee Only	\$979.00	\$11,748.00
Employee + 1	\$1,486.00	\$17,832.00
Employee + 2 or more	\$2,163.00	\$25,956.00

Effective January 1, 2028: 6% increase

	Per Month	Approximate Annual
Employee Only	\$1,038.00	\$12,456.00
Employee + 1	\$1,575.00	\$18,900.00
Employee + 2 or more	\$2,293.00	\$27,516.00

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

Employees who do not submit completed enrollment forms within forty-five (45) days of hire will be offered the County's least costly health plan under each medical provider.

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

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

5. Employee Insurance Coverage During Leaves of Absence

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

Employees choosing to continue their life insurance may do so for up to six (6) months while on leave. Employees must elect and make payment to continue their life insurance within thirty (30) days from the date placed on unpaid leave. Premiums thereafter must be paid by the end of the month in which the employee had coverage.

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

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

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

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

The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

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 (1) month in advance.

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

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

B. Life Insurance

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

C. Deferred Compensation

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

D. State Disability Insurance (SDI)

Employees covered by this agreement shall participate in the State of California's plan for State Disability Insurance (SDI) as the result of an election by the Social Welfare Unit on March 12, 1981. All premiums required by the State for SDI shall be automatically deducted from the pay of covered employees by the Auditor and

ARTICLE 10. EMPLOYEE BENEFITS (Cont'd)

Controller and forwarded to the State pursuant to the rules and regulations of the State of California.

Section 3. Health Plan Task Force

A joint union-management committee with equal representation of management and the Union shall be established. SEIU, Local 221, shall have four (4) representatives on this Task Force.

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

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

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

ARTICLE 11. PERSONNEL PRACTICES

Section 1. Personnel Records

An employee, or Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired. Employees shall normally request such files forty-eight (48) hours in advance of such inspection.

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

The employee shall acknowledge reading such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

the employee has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to initial, the supervisor will sign, noting the refusal of the employee to initial. Any employee shall have the right to rebut in writing material placed in their personnel file and such rebuttal shall be added to such file.

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

All correspondence of commendation shall be entered as a permanent part of an employee's personnel file, except where they are shown to be frivolous. In that case, they shall be returned to the employee. At the time of conferences, meetings, or hearings held for the purpose of disciplinary action as defined in the paragraph above or which the employee believes may result in disciplinary action, the employee shall have the right to representation, including Union representation.

Any document that was mistakenly placed in the employee's personnel file shall be removed from the personnel file by the Department of Human Resources upon the written request of the employee and the employee's appointing authority.

Section 2. Disciplinary Action

A. Definition

Disciplinary action, as defined by the County Rules of the Civil Service, will include written reprimand, suspension, demotion, or discharge.

If the Agency believes there is just cause for disciplinary action, the Agency will furnish the employee copies of any documents or written statements used by the Agency in justifying its action and, upon request of the employee, furnish the Union copies of any such documents.

For employees in the Health & Human Services Agency only, Letters of Warning are reviewable under the provisions of the grievance procedure only to step "F," the level of the Appointing Authority or designee. Letters of Warning shall not be subject to the arbitration clause of the Grievance Procedure.

When an employee's caseload and/or assignment is over workload standard, such fact shall be taken into consideration in any disciplinary action, and shall be a factor in determining the appropriate level of discipline to be implemented. A workload reduction may assist supervisors in evaluating non-repetitive workload related performance issues. Supervisors may reduce workload while assessing if the problem is one of performance or a result of excessive workload.

B. Disciplinary Representation

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

At the time of conferences, meetings, or hearings held for the purpose of disciplinary action as defined in Paragraph A, or which the employee believes may result in disciplinary action, the employee shall have the right to representation, including Union representation.

C. Complaints

When the Agency receives a complaint concerning an employee, the employee will be notified if the Agency decides to investigate the complaint. Employees shall be informed of the nature of the complaint. The investigation will be conducted expeditiously and the employee notified when the determination has been made but no later than thirty (30) calendar days following such determination. This does not include investigation of criminal or potentially criminal complaints. Complaints which have not been investigated by the Agency, or complaint determinations which have not been discussed with an employee shall not be used in an employee's performance evaluation report, in any disciplinary action, or the employee's County personnel file. The name of the complainant will be provided, if known, unless the appointing authority or designee determines there is a necessity for confidentiality.

Section 3. Workload Standards

In order to provide client service at the level determined by the Board of Supervisors, the Agency will establish workload standards consistent with service levels as directed by the Board.

Workload standards and related service levels shall be established through evaluation and analysis techniques commonly accepted as valid methodologies in the measurement of productivity, systems efficiency, and service effectiveness.

Employees who are assigned to a granted public assistance caseload will not be assigned new cases during absences or vacations of more than two (2) days when floaters or SAFs (staff adjustment factors) are not available to cover for the employee.

A. Workload Changes

It is recognized that workload standards may change as a result of Management reviews, Federal and State regulatory changes and/or Federal and State legislation.

When major changes in workload result from Federal or State legislation or regulatory changes, the Agency will implement the changes as required and advise the Union within thirty (30) working days after being notified of such change. If the Union wishes to meet and confer with Management regarding the impact on

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

employees affected by such change, the Union shall notify Management within thirty (30) working days from receipt of such notice.

At the time Management notifies the Union, copies of the Federal and State legislation or regulations which necessitate revision in the workload will be made available to the Union.

When changes in workload or program development result from internal management analysis, or external management analysis (e.g., contract consultants), Management will notify the Union of the results; and, if normally filed with the Board of Supervisors for consideration and approval, will provide the Union with copies of reports concurrent with the filing date. If the Union wishes to meet and confer with management regarding the impact on employees affected by such changes, the Union shall notify management within thirty (30) working days from notification. It is understood that this meet and confer shall be conducted expeditiously.

B. Workload Distribution

Management will assure that workloads will be equitably assigned consistent with the numerical average caseload and/or assignment within each category. Management will adjust an employee's workload to maintain an equitable workload relative to the workload of employees assigned to a specific program. Such workload adjustments will occur when workloads are:

1. Specialized within a single program;
2. Combinations of program;
3. Combinations of granted, intake and screening functions within a single program.

When the Union asserts there is a significant variation in the equitable distribution of workload within a specified program, the Union shall provide written notice to Management of such assertion. Management shall within five (5) days of receipt of the notice, meet with the Union to investigate the assertion, and correct the variation if found to exist. Corrective action, if indicated, shall include a written notice to the Union of the steps implemented and/or proposed to alleviate inequitable workload distribution.

When the Union asserts there is a significant variation in the equitable distribution of workload within service offices, locations, or programs, the assertion shall be referred to the workload committee for resolution consistent with the availability of resources and Board of Supervisors policy regarding service levels.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

Workload standards for non-English speaking caseloads and/or assignments shall be considered as a specialization within category and shall be adjusted.

C. Labor Management Committee

The County and the Union have entered into an extended term agreement covering many complex issues. However, the parties agree that certain matters are more productively dealt with in an "open forum", where a dialogue can take place between the County and the Union. Especially relevant is the fact that the County has many employees in many locations with diverse needs and problems in delivering quality service and maintaining a satisfactory quality of work life. These facts are not conducive to monolithic, all-or-nothing working conditions and emphasize the importance of more flexibility in addressing mutual concerns.

Therefore, during the term of this Agreement, the parties will dedicate their efforts toward revitalizing and re-empowering the process described herein and, utilizing an "Open Forum/Labor-Management Dialogue" approach to work more cooperatively to resolve both the issues defined herein and to resolve related issues brought forward by either the Union or the County.

The Union shall specifically identify up to six (6) employees for the Child and Family Well-Being Department (CFWB) portion and up to twelve (12) employees for the Self-Sufficiency Services portion as permanent members of the Labor Management Committee. Release time for the permanent members shall be governed by the provisions of Article 2, Section 11. If additional employees are required to discuss specific agenda items, their attendance at the committee meeting will be arranged in advance. The total number of both permanent and additional employees shall not exceed eight (8) for CFWB or fourteen (14) for Self-Sufficiency Services in attendance at any meeting. Release time for the additional employees will be granted in accordance with Article 2, Section 11. The committee shall meet regularly but not less than once per month for the following purposes:

1. Provide a forum for employee input to the Agency on problems with workload standards and workload size.
2. Reporting of other related problems regarding attrition rates, employee morale, staffing policies which may impact workload.
3. Monitoring effects of new workload standards or workload standards being tested.
4. Developing agreements and/or recommendations for improving environmental conditions designed to reduce stress and enhance productivity including but not limited to crowding, air conditioning, noise pollution, furniture, files, video display terminals (VDT's).

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

5. Review of agency reporting methods including standardization and identification of work functions which should be reported.
6. The Agency will make every reasonable effort to provide monthly services Personnel Utilization Reports to the Workload Committee.
7. Among additional items to be addressed by this committee are: Transfers, Alternative Work Schedules, Workload, Telecommuting of Employees, Performance Reports, Employee Recognition Program, and Employee Safety.

When either party identifies an issue for discussion it will submit a written statement to the other party for the agenda of the next committee meeting. A Union member of the committee may be authorized up to four (4) hours release time to investigate the apparent problem in order to clearly identify the content and scope.

Management will respond within 30 days, when possible, to agenda items.

Labor Management Meetings for SW will rotate to various Family Resource Centers for maximum participation.

The Union representatives of the committee shall, upon request, be provided with a maximum of one hour release time immediately before the committee meeting to review their findings.

The County shall provide to the committee any appropriate statistics which are reasonably available.

In recognition, some issues which might come under discussion are resolvable at the Agency level, while other issues might require decisions by the CAO, Board of Supervisors or even combinations including the Department of Human Resources and Civil Service Commission.

By mutual agreement, the members of the committee shall make recommendations to the Director, who may either accept or reject these recommendations. If the recommendations are rejected, the reasons for this action shall be provided to the members of the committee.

The Director may refer the recommendations of the Committee to the Labor Relations Office for interim meeting and conferring under the Meyers-Milias-Brown Act, if that is the only available method of implementation.

D. Committees

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

1. Union-Management Caseload Committee

In order to provide quality services, the County and the Union recognize that caseloads and/or assignments must be at a reasonable level. A Union-Management Caseload Committee will be formed consisting of representatives of the Union, the agency and labor relations. The committee will work on defining reasonable caseloads and methods of achieving them. Joint recommendations will be submitted to the Director of Health and Human Services Agency for consideration. Information will be provided to the Union on a continuing basis to help monitor existing caseload policies.

2. Collaborative Solutions Committee

The County and the Union share a commitment to promoting and supporting our workplace and creating an environment that values and utilizes the contributions of our employees.

The parties will establish a committee to further these discussions and make appropriate recommendations.

The Committee will be formed consisting of eight (8) employees from various SEIU represented bargaining units, a minimum of one (1) SEIU representative, five (5) Management, and one (1) Labor Relations. This committee shall be established 90 days after the ratification of the agreement, and shall meet every other month, up to 3-hours or more as needed by mutual agreement to discuss topics that may include:

Budget Transparency
Engineering Efficiency
Employee Engagement
Childcare Options

A formal agenda will be agreed upon one week prior to each meeting.

3. Contracting-in Committee

The County and the Union shall form a joint labor-management Contracting-in Committee to discuss contracting work needed for the County and to explore steps to contract-in that may provide better services.

The Committee shall engage in discussions to:

- Examine barriers that have previously led to contracting out and identify solutions to eliminate those barriers.
- Identify opportunities for contracting-in.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

- Explore specific contracts that may be brought in-house and establish a potential target timeframe for each.
- Address other issues or topics as mutually agreed upon.

The Committee shall meet as frequently as needed, with work release time provided subject to operational needs.

4. Health Care Committee

Establish a yearly committee that employees can discuss health care rates. The first meeting shall be after the County has shared upcoming Employee Benefits Plan Summary changes with SEIU from the providers.

5. New Hire Training Committee

The New Hire Committee will evaluate and recommend improvements to new hire training practices that will include workload milestones.

Existing training materials and data will be provided to support the Committee's work and with joint recommendations presented to management.

Applicable Classification:
005223 – Human Services Specialist

6. Perspective Partnership Committee

This committee is intended to explore opportunities for executive management to visit the numerous work locations throughout the County to learn more about the important work employees perform.

Section 4. Detentions Staffing

Establish a 24-hour line within the Sheriff's Department to call in the event of concerns regarding Detentions staffing issues within 60 calendar days of Board Adoption.

Section 5. Safety

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

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

- A. All employees shall be entitled, through an appropriate forum, to participate in the development of safety programs.
- B. The County shall provide a list of all safety officers, their department, addresses, and phone numbers to the Union. Such list shall be kept current by the County.
- C. No employee shall be obligated to work in a facility or worksite, with any machinery or on equipment which is not safe.
- D. Any employee who believes that an unsafe condition exists shall report such condition verbally to the supervisor immediately upon discovery of such condition. An employee may bring a union representative as long as it does not interfere with the immediate reporting of the safety issue. The employee shall report such condition to the supervisor in writing as soon as possible. After receipt of a written report, the supervisor shall have the responsibility to remedy the situation or to seek an opinion from qualified personnel in the County whether an unsafe working condition exists. If a determination is made that an unsafe working condition exists, corrective action process shall be initiated as soon as possible.
- E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to their Union steward, or if no steward is available, the Union field representative. Such Union officer shall be entitled to communicate with the appropriate safety officer(s) or, subsequently, the appointing authority's representative to seek a resolution of the issue.
- F. A disagreement between the employee and the supervisor as to whether or not an unsafe working condition exists may be addressed pursuant to the Grievance Procedure. Such grievance shall be processed in an expeditious manner.
- G. The county shall provide adequate Personal Protective Equipment (PPE) in sufficient supply on-site on an ongoing basis to keep employees safe. If an employee believes there is insufficient PPE, they shall have the right to immediately notify their supervisor.

Section 6. Seniority

Definition: Seniority shall mean the status attained by length of County service.

Seniority shall be determined from the day of an employee's official appointment to County service.

Probationary employees: A probationary employee shall have no seniority until the employee has completed a probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

Transferred and Promoted Employees: An employee transferred or promoted, shall accrue no seniority in the new position until the completion of the established probationary period in the new position. Upon completion, the employee's total seniority shall be credited.

During the established probationary period, the employee will continue to hold and accrue seniority in the position from which transferred or promoted, and, in the event the position to which transferred or promoted is abolished or the employee admits the inability to perform the duties of such position during this probationary period, the employee will be returned to the position from which transferred or promoted with no loss of seniority.

Breaking Ties: Whenever more than one person has the same seniority date for purposes of this Section, ties shall be broken first by adding broken County service; and finally by lots.

Seniority shall not be broken by vacations, sick leave or call to military service.

Loss of Seniority: All seniority rights shall be lost by an employee under the following circumstances:

If the employee:

1. Quits.
2. Is discharged and fails in appeal.
3. Does not return to work within sixty (60) days of being recalled after a layoff.
4. Is laid off without being reinstated.
5. Promotes out of the classification series and completes probation.

Section 7. 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 agency/department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this procedure.

B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Chief Administrative Officer, upon finding that it is in the public interest, may authorize an appointing authority to lay off employees within a division,

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

office, section, institution or other subdivision of an office, agency/department or institution instead of laying off employees from the office, agency/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.

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 Agency and which are necessary to the operation of the Agency, may be excepted from layoff, as authorized by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

C. Notice of Layoff

1. DHR Notice to Agency and to Union. Prior to the occurrence of a layoff, the Director, shall provide written notice to the Union when the Agency 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

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

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

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

E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the Agency, 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.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

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

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

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

Total historical ratings: _____ Hours
Plus: Standard rating: _____ Hours
Total: _____ Hours/Points

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

H. Demotion in Lieu of Layoff

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

At the request of the appointing authority, a permanent employee shall, in lieu of layoff, be afforded the option of demotion within the same department to a position in a lower class, provided that no such demotion shall in turn require the layoff or

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

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

I. Cash in Lieu of Compensatory Time Off

The payment of cash in lieu of compensatory time off for an eligible employee who is laid off shall be in accordance with Article 5, Section 2.C.

J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose Compensation Ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have 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 three (3) 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 the class from which they were laid off, or to a different class of equal to 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 any employee reinstated to the 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 years from the date of placement on it;

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

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 was paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

Section 8. Transfers: Health & Human Services Agency

A person who desires to transfer to another office shall make such written request to the Departmental Human Resources Officer. Acknowledgement to the person confirming receipt of their request will be provided. The acknowledgement notice will be via e-mail or County mail. Upon a vacancy occurring in an office to which qualified persons have requested a transfer, the Departmental Human Resources Officer shall present a list of names of qualified persons requesting transfer to the appropriate department contact. Candidates who are interviewed but not selected for a position will be notified in writing of their non-selection. In filling any vacancy, the Agency shall fully consider all requests for intra-agency transfers prior to the hiring of new employees. The above procedure shall be utilized as to requests for transfer within an office except that the written request shall be made to the department contact to handle all such requests.

Transfer opportunities shall be open to all employees within the classification. Employees seeking transfer to a different region or building will be given equal consideration with employees from the region or building in which the vacancy exists. If operational necessities delay a transfer, the affected employee shall be provided a written explanation and timeline as to when the transfer may take place.

Employees who have been administratively transferred may seek a transfer to another position after one (1) year. If approved by the Program manager, an administratively transferred employee may transfer sooner than one (1) year.

It is within the discretion of the County to allow a transfer under this policy or to require the administrative transfer of employees.

Section 9. Involuntary Reassignments

For purposes of this section, an involuntary reassignment shall be defined as when an employee's work location is permanently changed, within a department, from one work location to another work location.

1. The County maintains its right to reassign employees.
2. The County shall provide a minimum of one pay-period notice when reassigning employees, unless in urgent cases, in which case, the County shall endeavor to provide as much notice as possible.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

3. When the County or a County Department deems it necessary to reassign an employee or group of employees; it shall first seek volunteers from among qualified, eligible employees that meet operational needs before involuntarily reassigning the employee or group of employees.
4. Employees who are on probation are not eligible to request a voluntary reassignment.
5. Nothing in this provision shall be construed to delay the implementation of involuntary reassignments.
6. In accordance with Departmental practices, employees will remain responsible for informing the Department of their desire to be reassigned and identify the desired location(s).
7. Any employee who is reassigned whether voluntarily or involuntarily (excluding administrative transfers) shall not be restricted from applying for or being awarded any position for which there is a posted vacancy.
8. Employees who are involuntarily reassigned, including internal reassignments and administrative transfers, shall have the first opportunity to fill a posted vacancy occurring in the program and location from which they were involuntarily transferred if :
 - a. the employee has requested a reassignment back to the originating program and location; and,
 - b. the reassignment was not made as part of a mandatory rotation; and,
 - c. 6 months has passed from the date of the involuntary reassignment; and,
 - d. the reassignment back to the originating program and location does not negatively impact the operations of the Department.

Unless other extenuating circumstances exist that impact the operations, and in accordance with section 8 a-d above, if more than one employee was involuntarily reassigned on the same date, the appointing authority shall determine which employee fills the vacancy.

Subject to the above provisions, the decision of the Appointing Authority shall be final.

Section 10. Performance Evaluation

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

It is recognized that both the worker and their supervisor are responsible to communicate regarding performance expectations particularly when one of them is new or has transferred.

Upon issuance of the employee performance report by the immediate supervisor and upon discussion with the employee, the employee shall have five (5) work days in which to consider the performance rating before signing it. During this period the employee may consult with the Union. The employee may also prepare a written statement to be included with the performance report in the personnel file.

Should an employee feel that an evaluation is unjust or incorrect, said employee may appeal at the agency level, and shall have the right to representation at any meeting or hearing held. An unbiased hearing officer shall be appointed from within the Agency and absent the consent of the employee, shall be outside of the line of authority from the employee through the Bureau Chief.

If a change is proposed to the hearing officer's findings and recommendations, the employee will have the right to meet with the appointing authority, or designee, before a final decision is reached.

When a change is made in a performance evaluation, a new evaluation form with all changes incorporated shall be prepared and forwarded in place of the original. All material from the original evaluation shall be maintained in a separate file apart from the employee's personnel file and shall be destroyed five years from the date of the original appeal finding.

If the actual workload of an employee significantly exceeds reasonable expectations during the rating period for a performance evaluation, such evaluation will contain a discussion by the supervisor of the employee's workload and their job performance relative to the workload.

Section 11. Protective Policy

- A. When an employee is personally threatened by an individual(s) related to a case; due to job-related reasons, the employee may request that the Agency conduct a prompt investigation to determine whether any one or more of the following actions would be appropriate:
 - 1. Case re-assignment;
 - 2. Temporary transfer to other duties;
 - 3. Other actions as appropriate;

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

4. If the investigation shows that the personal threat interferes with the employee's performance of their job duties, the Agency may recommend that the County file injunctive Court action against the threatening individual(s) in conformance with Code of Civil Procedure Section 527.6 prohibiting harassment.
- B. When an employee believes that they are working with a potentially dangerous person, the employee must notify their supervisor of such a belief and the reasons therefore. At the request of the employee, the Agency shall consider providing support personnel for the employee during the time they are working with such a person in the course and scope of the employee's duties. No employee shall be required to visit a residence or other location without police back up if information available indicates weapons are present, or recent activity which is likely to pose a threat to personal safety of the employee.
- C. When a supervisor or manager becomes aware that an individual(s) within the scope of an employee's work-related responsibility or another employee at the work site is considered threatening or dangerous to that employee or other identifiable employees, the supervisor or manager shall, as soon as practically possible, inform an employee(s), who has/have a work-related need to know.
- D. Each employee providing field services in the community and not exclusively in an alternative office setting with an assigned desk phone, will be provided with fully functioning cellular phones while in the field which may be used to call for assistance from other county personnel, law enforcement, medical personnel and/or anyone else whose assistance may be required in a critical situation.

Section 12. 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 Union to meet and confer over the revised policy.

These revisions shall not pertain to random drug testing other than what is currently required by law.

Section 13. Employee Recognition Programs

Employee Recognition Programs, authorized by ORDINANCE NO. 7730 (New Series) may be instituted in County departments.

The purpose of such programs will be to recognize exemplary employees and improve public service through enhanced motivation.

Section 14. Employment Related Medical Exams

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

All employees who are promoted into a safety sensitive position shall be subject to the provisions of County Human Resources Policy #105 Employment Related Medical Examinations.

Section 15. Training

The County and SEIU will hold a joint training at County facilities for up to thirty (30) employees up to four times a year.

Section 16. Telework

The County prioritizes the health and safety of employees while also maximizing effective and efficient work arrangements, maintaining exemplary customer service, and furthering the County's sustainability goals by reducing the carbon footprint of our operations.

Telework schedules include variations in when, where, and/or how work is done. Telework must be planned and structured to emphasize the long-term rather than the short-term goals of the department. All telework and alternate work schedules must be approved in advance in accordance with all applicable rules, agreements, and governing documents.

Telework and alternate work schedules are not an entitlement or reward, nor are they a temporary arrangement for a different schedule. Telework schedules may not be possible for every staff member, or for every assignment or function. All telework and alternate work schedule must be approved in advance in accordance with all applicable rules, laws, agreements, and governing documents.

Factors for Developing a Departmental Teleworking Plan

Not all positions or job classifications may be appropriate for telework arrangements. The factors considered when developing and reviewing the departmental Teleworking Plan, the following items should be considered when determining which positions may be eligible for a telework arrangement that include, at a minimum:

1. Nature of work performed, including confidentiality of records and interactions with customers
2. Efficiency of work processes.
3. Effectiveness of existing task.
4. Impact on ability to provide quality customer service.
5. Utilization of office space or space savings.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

6. Technology readiness of department such as equipment, infrastructure, and support. Impact to employee retention.
 - a. Financial impact on the county and department
 - b. Utilization of teleworking best practices models created during the pandemic
 - c. Support the County's sustainability goals

Application of Teleworking Plan

1. Consistency and transparency in application of teleworking plans
2. Clear notification of approval/denial of teleworking requests
3. Ensure that the technology and security responsibilities of the department and the employee include setting forth appropriate measures to protect confidential information
4. Continued assessment of employees using existing performance standards, expectations, and measures.
5. The approval or removal of teleworking cannot be used as a disciplinary measure.
6. Employees with alternative work schedules may be eligible to request a teleworking agreement.

Telework Committee

The County and the Union shall establish a regular meeting to discuss the Departmental Teleworking Plans.

Topics to discuss may include:

1. Consistency in application of teleworking plans, criteria and areas to consider when implementing a longer-term teleworking plan. Including, communication from management to employees on the department teleworking plans, criteria, operational and flexibility considerations for transparency and understanding for all.
2. Connection to the County culture and departmental culture.
3. Applicable countywide criteria areas for a teleworking program.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

4. The applicable criteria for an employee's participation in the department's telework program. Not all positions or job classifications may be appropriate for telework arrangements and departments have the discretion to determine an employee's participation in telework.
5. The process of how employees will be notified of their eligibility and approval/denial for telework consistent with all policies. If denied, the information/criteria used to evaluate then to be provided to employees on reasons the request was not approved.
6. The financial responsibility of the department with respect to telework program costs.
7. The resources needed by the department and employees for completing work at home, considering health and safety, technology equipment and security.
8. The technology and security responsibilities of the department and the employee including setting forth appropriate measures to protect confidential information, for both electronic and paper records, that may be taken from the office to alternate work locations. Including storage of technology.
9. Expectations to upper management/supervisors/managers on advising employees that they will continue to be assessed using existing performance standards, expectations, and measures.
10. Clear communication that teleworking employees will be eligible for the same opportunities as employees not participating in telework, including assignments, development opportunities, promotions, and awards/recognition.
11. Information on the procedure for modification or termination of a telework agreement.
12. The goals of the department's telework program in addition to the County wide policy and sustainability goals.
13. Consideration of telework for all possible positions in which telework can promote flexibility for employees while providing quality customer service to the community we serve.

Each department shall have a written telework plan.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

The Union shall identify up to seven (7) employees and a minimum of one SEIU representative to participate. Management will identify up to four (4) representatives and one labor relations representative. The committee shall be authorized to meet on a monthly basis for up to two (2) hours or more by mutual agreement.

Employee Right to request Telework Agreement

Employees shall have the opportunity to request a teleworking agreement that is consistent with the county and departmental teleworking policy and the employer will aspire to approve all reasonable requests. The decision to approve a telework agreement shall be subject to approval by the department head, and/or the employee's supervisor. If denied, the information/criteria used to evaluate the request will be provided to employees in writing on reasons the request was not approved.

If the telework agreement is denied, the employee has the right to appeal this decision within 30 days of denial to labor relations by submitting a written appeal through the union. Labor Relations will consult with the department. After consulting with Labor Relations, the appointing authority will make a final determination.

If an existing teleworking agreement is removed, the employee has the right to appeal this decision within 30 days of denial to Labor Relations by submitting a written appeal through the union. Labor Relations will consult with the department. After consulting with Labor Relations, the appointing authority will make a final determination. p

This appeal process is not subject to the appeal process in Article 11: Grievance Procedure.

Alternative Work Schedules:

- a. 9/80 Work Schedule: A regular, fixed full-time work schedule that is four, nine-hour workdays per work week and one, eight-hour workday every other work week. The work week shall be designated to begin exactly four hours into the employee's regular eight-hour workday which shall be the same day of the week as the employee's alternating regular day off. The work week may also be designated to begin exactly four hours into the regular nine-hour workday that is the same day of the week as the employee's alternating regular day off, provided the regular eight-hour workday occurs in the same work week as the employee's alternating regular day off.
- b. 4/10 Work Schedule: A regular, fixed full-time work schedule that is four, ten-hour workdays in a seven, consecutive-day work week.
- c. 3-12 hr./4-hr. Work Schedule. A regular, fixed full-time work schedule that is three, 12-hour workdays per work week and one, four-hour workday per work week.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

Procedure for Requesting a Change in Regular Work Schedule. An employee can request to change from a standard work schedule to an alternative work schedule, or from one alternative to another alternative work schedule, or from an alternative to a standard work schedule, by submitting a Work Schedule Change Request to their immediate supervisor.

Section 17. Artificial Intelligence (AI): Commitment to Ethical AI Use and Joint Agreement on Impact

- A. The County and the Union share a commitment to the ethical and responsible use of Artificial Intelligence (AI) technologies, guided by the principles adapted from the Federal Blueprint for an AI Bill of Rights (2022):
1. Safety and Effectiveness: Employees and clients shall be protected from unsafe or ineffective AI-related systems.
 2. Equity in Design: Employees and clients shall not face discrimination from algorithms; systems must be designed and implemented in an equitable manner.
 3. Data Protection: Employees and clients shall be safeguarded against abusive data practices. Protections will be built into AI-related systems.
 4. Transparency: Employees shall be informed when an automated system is in use., They should understand how and why these systems contribute to specific outcomes.
 5. Job Preservation: It is the goal to enhance efficiency for county employees, not to replace SEIU bargaining unit jobs.
 6. Opt-Out and Support: Where appropriate, employees shall have the ability to opt out of automated systems and will have access to designated representative who can promptly address and remedy any issues they encounter.

All uses of AI must uphold the rights and interests of all employees, ensuring the privacy of employees is respected and protected,

The County and the Union agree that the process outlined herein shall be a means of resolving all disputes pertaining to AI technology that impacts wages, hours, and terms and conditions of employment.

The County and the Union support AI technological advancement, recognizing its necessity for an expanding economy, while also acknowledging the potential for job displacement, occupational shifts, and changes to employees' working conditions brought about by AI technology. To navigate these realities, the parties agree with the following:

1. Interactive Meetings: The County and the Union shall schedule meetings as part of the information-sharing process to ensure interactive discussions, allowing for clarifying questions and collaborative input.

ARTICLE 11. PERSONNEL PRACTICES (Cont'd)

2. Post-Review Consultation: The Parties may schedule an additional meeting after the review to discuss potential modifications and adaptations that can foster positive work environments.

Discipline

Any data collected by AI that may be used for disciplinary purposes must be corroborated by evidence that is not collected through AI.

ARTICLE 12. GRIEVANCE PROCEDURE

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

A. Definition

A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is established by this Agreement or by an agency/department 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.

Letters of Warning shall not be arbitrable.

B. Stale Grievance

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

The County shall inform the Union of any grievance which claims a violation of terms and conditions of this Agreement. A Union representative has the right to be present during any formal grievance meeting concerning such a grievance. The Union representative will contact management in advance if they elect to attend such a meeting. Additional County representatives may also be present at such a meeting.

ARTICLE 12. GRIEVANCE PROCEDURE (Cont'd)

C. 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 attempt 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 steward who has been designated pursuant to Article 2, Section 5, entitled "Stewards" in reducing to writing and formally presenting the grievance.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue their grievance, they shall present the written grievance to their immediate supervisor within ten (10) calendar days after the date upon which the grieving employee informally discussed the grievance with the supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement which is alleged to have been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing within ten (10) calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have ten (10) calendar days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Middle Management

The Middle Manager shall have ten (10) calendar days in which to review and answer the grievance in writing after receipt. At the employee's option, a grievance meeting shall be held at this level. The employee and their representative or steward may be present at and participate in any such meeting. Nothing in this Section shall preclude the employee's Shop Steward and SEIU staff representative from both attending this meeting. If the grievance is not resolved at this level, the employee shall have ten (10) calendar days from receipt of the written answer within which to file an appeal to the Department Head. The time limit at this level may be extended by mutual agreement between Management, and the employee or their representative.

F. Grievance to Department Head

The Department Head, or the Department Head's designee, shall have fifteen (15) calendar days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or their representative and the Department Head or the Department Head's designee, a meeting is required at this level and the employee and their representative shall have the right to be

ARTICLE 12. GRIEVANCE PROCEDURE (Cont'd)

present and participate in such a meeting. The time limit at this level may be extended by mutual agreement between the Department Head, or the Department Head's designee, and the employee or their representative.

G. Waiver of Appeal Steps

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

H. Binding Arbitration of Grievances

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

I. 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) calendar days in which to review and seek adjustment of the grievance.

J. Selection of Arbitrator

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

K. Duty of Arbitrator

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

ARTICLE 12. GRIEVANCE PROCEDURE (Cont'd)

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.

L. 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 by the County and one-half by the grievant.

M. Effect of Failure of Timely Action

Failure of the employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step. Time limits specified in this Article may be extended by mutual agreement between the grievant or their representative and the County. The agreement shall be confirmed in writing.

N. Inter-Departmental Grievance

When an alleged violation is raised which may impact employees in more than one department, a group of employees or the Union may initiate a written grievance on behalf of a class or category of employees directly to Labor Relations for consideration. The Labor Relations Office shall determine if the matter is appropriate to be heard at a lower level. If the matter is not appropriate for lower-level discussion, the grievance will be considered by Labor Relations. If the Labor Relations Office determines that the matter should be handled within a single department, the matter will be referred to that department where the grievance procedures described in this Article will be followed. Determination by the Labor Relations Office is final and is not subject to the Grievance Procedure.

ARTICLE 13. MODIFICATION

This Agreement shall not be modified unless such modification is approved by the Board of Supervisors pursuant to the joint submission and recommendation of the Labor Relations Office and the Union.

ARTICLE 14. PROVISIONS OF LAW

If any provision of this Memorandum is held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision is

ARTICLE 14. PROVISIONS OF LAW (Cont'd)

restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby.

ARTICLE 15. LEGAL REPRESENTATION

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

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

ARTICLE 16. PROHIBITION OF WORK ACTION

During the term of this Agreement and for ninety (90) days thereafter, no work stoppages, strikes, slowdowns, work actions, or picketing, other than informational picketing, shall be caused or sanctioned by the Union.

In the event any employee covered by this Agreement, or the Union, violates the provisions of this Article and the Union fails to exercise good faith to take effective action in halting the work action, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it.

During the period referenced in the paragraph above, the County will not take action to lock out employees covered by this Agreement.

ARTICLE 17. EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. However, management shall notify the Union 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.

ARTICLE 17. EMERGENCY (Cont'd)

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 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:

ARTICLE 17. EMERGENCY (Cont'd)

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, 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

ARTICLE 17. EMERGENCY (Cont'd)

2. 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.
 3. The calculation of payment will not include any scheduled or anticipated overtime.
 4. 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 18. 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 Union for the Board's consideration and approval. Upon approval, this Memorandum shall become binding upon the County, the Union and all of the employees in the representation unit covered by this Memorandum.

ARTICLE 19. RE-OPENER PROVISIONS

- A. Revisions to Civil Service Rules and Procedures

ARTICLE 19. RE-OPENER PREOVISIONS (Cont'd)

Notwithstanding any other provisions of the Agreement (with specific reference to Article 13), the Union and the County agree to meet and confer with the other party upon request regarding revisions to Civil Service Rules and procedures and to re-open the following provisions of this Agreement, if necessary:

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

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 13), the Union agrees to meet and confer with the County upon request regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open the following provision of this Agreement, if necessary:

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

C. Wages Reopener

In order to reopen negotiations during the term of this MOU for the limited purpose of negotiating bargaining unit members' hourly rates, San Diego County residents must vote to institute a document transfer tax ("DTT"), a sales tax measure (STM) or other ballot measure that generates revenue for the County's General Fund in 2026.

The County and SEIU agree to a wage re-opener. Negotiations shall not begin until at least 30 calendar days after the measure is certified by the Board of Supervisors. If neither the DTT, STM, or other General Fund-revenue generating measure is not placed on the ballot in any 2026 election, the reopener shall not be triggered and the Memoranda of Agreement shall set 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. This re-opener does not apply for any changes in fees, grants or other mechanisms that may increase revenue for the County.

Nothing contained herein guarantees the employees covered by the Memoranda of Agreement will receive any increase in salaries for the 2026 – 2028 fiscal years. The County and SEIU agree not to discuss any other salary issues, including but not limited to reclassification of positions or compensation study adjustments, during the meeting and confer discussions of a wage re-opener pursuant to this term.

ARTICLE 20. RENEGOTIATIONS AND FUTURE EQUITY PROCESS

Upon request of either party, no more than six months prior to the expiration of the current MOA, the parties can meet and confer over the composition of the bargaining team.

Understanding the importance of attracting and retaining a qualified workforce, the Union and the County will evaluate achieving full equity for these classifications in the next successor contract negotiations. The parties shall devote their first two bargaining sessions of the successor negotiations to this subject and shall continue to negotiate over the subject thereafter if further sessions are required. The parties also agree to appoint a mediator to assist them in the negotiations over this subject and shall schedule the mediator as needed. The mediator shall be mutually selected by the parties and the Union and County shall equally share the costs and fees of the mediator.

The County shall complete and issue an equity study ("2024 Equity Study") no later than January 1, 2025. The County will consult with the Union 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.

Jointly submitted and recommended this 24th day of June, 2025.