I. This attests to and records the agreement of the parties to the extension of the Pandemic Advanced Credit Leave through June 30, 2015.

II. During a pandemic, as declared by the Board of Supervisors and/or Chief Administrative Officer, employees who are ill with flu like symptoms, as defined by the Centers for Disease Control, and have exhausted all leave balances, may request and shall be advanced up to 80 hours of sick leave per fiscal year. At no time shall an employee have a negative sick leave balance that exceeds the maximum of 80 hours.

The advanced sick leave credits are treated like regular sick leave and can be taken in units of 1/10 of an hour for either the employee or the care of an employee’s immediate family member as defined in MOA Article 6, Section 4(c).

Advanced sick leave credits cannot be used in conjunction with Voluntary Time Off.

Once an employee returns to work and begins accruing sick leave, the credit for the new sick leave hours will reduce the negative sick leave balance before any positive hours are credited.

If an employee separates from County Service and is at a negative sick leave balance, the employee will be required to repay the sick leave from their final pay out.
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.

III. This Letter of Understanding is effective upon the signatures of both parties and will be incorporated into the next Memorandum of Agreement.

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**FOR THE COUNTY OF SAN DIEGO**  
KEVIN POWELL  
Labor Relations Officer  
Date: 3/19/14

**FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221 (HS UNIT)**  
DAVID GARCIAS  
President  
Date: 4/3/14