

**SEIU Local Joint MOA Proposal to County of San Diego**

**July 20, 2017**

**11:30am**

*The Union makes the following proposals to modify the Memorandum of Agreements which expired June 22, 2017 at 5:00pm. Any section or Sideletter not modified is intended to remain current contract. The Union agrees to sign tentative agreements which remain tentative pending final ratification by the Union's members and the County Board of Supervisors. Each Proposal will be, unless otherwise stated, applicable to the Joint MOA, RN MOA, Health Services MOA and Social Worker MOA.*

*In addition to these proposals the Union has submitted proposals for the RN unit on Hours of Work and Unit clarification and Social Welfare Hours of Work.*

*Attached to these proposals are the Letters of Understanding from April 27, 2017 and the Equity Proposal list from June 6, 2017*

*The Union reserves the right to add to, delete from or modify its proposals until a tentative agreement is reached. Any edits from the bargaining sessions' proposals are shown in italics. The Union Bargaining Team relies on the County's "Offer" and continues to consider the County's interests when modifying its proposals.*

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

**~~OCTOBER 08, 2013 – JUNE 22, 2017~~  
June 22, 2017- June 22, 2020**

**TABLE OF CONTENTS (to be edited as agreed)**

**INDEX (to be edited as agreed)**

**ARTICLE TITLE**

**PAGE #**





**MEMORANDUM OF AGREEMENT  
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~~OCTOBER 08, 2013- JUNE 22, 2017~~  
June 22, 2017- June 22, 2020  
(AE, CL, FS, MM, PR, PS and SS Units)

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ARTICLE 1. PREAMBLE

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the Service Employees International Union, Local 221, CLC, hereafter designated as "Union" as a mutual recommendation to the Board of Supervisors of the County of San Diego of those wages, hours, and conditions of employment which are to be in effect during the period from 8:00 a.m. on ~~October 08, 2013~~ 5:00pm on June 22, 2017 through 5:00 p.m. on ~~June 22, 2017~~ June 22, 2020 for those employees working in representation units referred to in Article 2, Section 1 hereof, subject to the provisions in Article 19, Implementation.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition- Current MOA

The County of San Diego recognizes the Union as the sole and exclusive representative for all classes assigned to each of the following bargaining units (as listed in Appendix "A") as well as such classes as may be added to these units:

- Appraisal, EDP, Fiscal and Purchasing (AE)
- Clerical (CL)
- Food Services and Housekeeping (FS)
- Middle Management (MM)
- Professional (PR)
- Public Services (PS)
- Social Services Supervisors (SS)

The provisions of this Agreement shall be applicable only to employees in classes in the bargaining units above listed.

Section 2. Payroll Deduction and Union Dues- Union Proposal

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 County a ~~written~~ authorization requesting that such deductions be made. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the 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 County will distribute to each new employee entering the unit the following written information:

“The Service Employees International Union, Local 221, CLC, under the provisions of the San Diego County Labor Relations Ordinance, has been declared the bargaining representative for your job classification concerning wages, hours and working conditions that result from meeting and conferring in good faith between the County and the Union. These wages and benefits are contained in the mutual agreement, copies of which will be made available to you by the Union.

A Union representative, during non-duty hours may request to meet with you personally to tell you about the Union in its role as the recognized certified representative for your job classification. Any additional information you may require can be secured by writing or calling the Union, 4004 Kearny Mesa Road, San Diego, California 92111, telephone (858) 560-0151. On the basis of the evaluations you make, the decision is yours.”

ARTICLE 2. UNION RIGHTS (Cont'd)

Section 3. Maintenance of Membership- Current MOA

ARTICLE 2. UNION RIGHTS (Cont'd)

Section 4. Union Access- *Edit June 7, 2017*

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

Section 5. Stewards-Current MOA

Section 6. Bulletin Boards-Current MOA

Section 7. Mail Stop- Current MOA

Section 8. Printing of Memorandum of

Agreement– *withdraw to current MOA June 7, 2017*

Section 9. Employee's Appearance for the Union-Current MOA

Section 10. Unpaid Union Leave- Edit June 7, 2017

~~One (1)~~ Three (3) 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 employee's department. Requests for this leave shall not be unreasonably denied. The Labor Relations Division shall prepare and provide to the Union for review a form for Unpaid Union Leave requests.

Section 11. New Employee Orientation- Edit for AB 119 effective July 1, 2017- discuss July 20, 2017

Sixty minutes Prior to the lunch break for new employees the County shall introduce Union Representatives to the new employees. The Union shall be permitted sixty minutes of orientation time before lunch to introduce the new employees to the Union's role as the exclusive bargaining agent.

Section 12. Release Time Procedure- Current MOA

Section 13. Electronic Communication- Current MOA

ARTICLE 3. NO DISCRIMINATION- Union Proposal

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

San Diego County generally prohibits County employees from using County funds or resources to assist Immigration and Customs Enforcement (ICE) in the enforcement of Federal immigration law unless such assistance is required by federal or state law.

## ARTICLE 4. WAGES AND OTHER RELATED ISSUES

### Section 1. Wages

– edit July 20, 2017

A.

1. All regular employees who have paid service during the ~~September 6, 2013 pay-period, shall receive a one-time monetary payment equivalent to 2% of the employee's base pay at the time of the of eligibility for the payment. This one-time monetary payment shall be paid beginning with the first pay period of the month following completion of two pay periods after adoption by the Board of Supervisors. Part time employees shall receive a pro-rated amount according to their standard hours. The 2% one-time payment shall be paid out in six equal payments, to be paid with the first payday of each month. June 23, 2017 pay period shall receive a salary increase of 6.25% and the Wage Scales shall be increased by 6.25%. 5.5% 5% and the wage scales shall be increased by 5.5%  
5%~~
2. ~~Effective pay-period one (1) in fiscal year 2014/2015, eligible employees shall receive a one-time monetary payment equivalent to 2% of base pay. Eligible employees shall be all regular employees who have paid service during the twenty-sixth payroll period of Fiscal year 2013/2014. Part time employees shall receive a pro-rated amount according to their standard hours. The 2% one-time payment shall be paid out in six equal payments, to be paid with the first payday of each month.~~
3. ~~In no event shall an employee be entitled to the provisions of A.1 or A.2 above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year or if they are no longer employed by the County on the date of payment.~~

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

Edited June 21, 2017

4. The Union and the County agree that employees in the bargaining units in this MOA should aim to provide high quality services and should be compensated in the top tier of the 6 comparable California Counties (Los Angeles, Riverside, Orange, Ventura, San Bernardino, Kern .

Effective June 23, 2017 the County shall increase the pay of employees in the following classifications the Minimum Scales of the following classifications:

~~Effective January 10, 2014 the following job classifications shall receive an equity increase as specified below: (list will be attached to this proposal- Attachment #1 edited June 21, 2017~~

<b>Classification</b>	<b>Rate</b>
Food Services Worker	2.5%
Physician	2.5%
Psychiatrist	2%
Public Health Nurse Supervisor	2%
Recreational Therapist	1%
Sr. Physician	2.5%
Supervising Nurse	1%
Telecommunications Tech III	1.5%
Telecommunications Tech IV	1.5%
Treasurer-Tax	2%

~~4. Effective January 9, 2015, the following job classifications shall receive an equity increase as specified below:~~

<b>Classification</b>	<b>Rate</b>
Physician	2.5%
Psychiatrist	2%
Sr. Physician	2.5%

~~5. Effective June 27, 2014 June 23, 2018, employees in the classifications listed in Appendix C shall have an equity increase of 1.2%. all classifications represented in this Agreement shall receive a salary increase of 6.25% 5.5% 5%~~

~~6. Effective June 26, 2015, June 23, 2019 all classifications represented in this agreement shall receive a salary increase of 2%. 6.25%. 5%~~

~~7. Effective June 24, 2016, all classifications represented in this agreement shall receive a salary increase of 2%.~~

B. During the term of this Memorandum of Agreement, the County has the non-

~~appealable~~ 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 in a non-meet-and-confer forum~~, its intention(s) with the Union. Edit June 7, 2017

C. **Class Study Window –**

In the month of September of each year of this MOA, an employee may submit a written request to the Human Resources Agency requesting that his/her classification/series be reviewed in order to comply with Civil Service XXXX. In the event the County determines, after review, that the classification/series shall be modified, the County shall meet and confer with the Union prior to implementing the modification. In the event the County determines not to modify the classification or series, the County shall send a written notice to the Union outlining the reasons for the decision not to modify.

D. **Minimum Wage Adjustments- edits June 21, 2017**

In the event the applicable Minimum Wage exceeds any step in any wage scale for a classification under this Agreement, the County shall meet and confer with the Union and consider adjusting the Wage Scale so that the Start rate meets or exceeds the new applicable Minimum and all other steps in the scale exceed the Start Rate by the same percentages as existed prior to the adjustment. The Union and the County shall meet upon request and review compliance with this provision.

E. **Paralegal Series: May 11, 2017- the Union withdraws this proposal and proposes an equity adjustment for Paralegal Supervisors- June 7, 2017**  
Effective thirty days after ratification, the County agrees to add steps 8, 9, and 10 to Paralegal II position with 5% in between the Steps.

F. **Quality First Program- Current MOA**

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

G. Direct Deposit of Payroll Warrants- Current MOA

Section 2. Step Plan- Current MOA unless specifically proposed adjustment by Union

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

A. Variable Entry- Current MOA

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

Section 1. Hours of Work

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

A. Work Day

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

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

B. Work Period

The standard work periods shall be as follows:

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

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

Rest Periods (from SW MOA)check comp ordinance

Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-work day. The rest period is to be taken at approximately the midpoint of each half-work day, 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 work day 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.

C. Twenty-Four Hour Operations

Employees who report to work on shifts which begin in one calendar date and end in the next shall be compensated for the entire shift for the date the shift begins.

Shifts shall not be scheduled to include split shifts, except in temporary emergency situations.

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

D. Changes

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

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

E. Shift Preference

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

An employee who wishes to change to a different shift within his/her facility and department may submit such a request in writing to the department's personnel section or to his/her supervisor. "Shift" is defined as one segment of a 24-hour facility work day. Such requests will be considered by management prior to filling a vacancy in the employee's class on the desired shift. In the event two (2) or more employees are equally qualified to transfer to a vacant shift, and desire to do so, the employee with the most seniority in the department shall prevail. Seniority in this instance is defined as longest continuous service in the class in the department.

In the event two (2) or more employees having the same length of service in the class in the department desire the vacant shift, the tie shall be broken by overall County seniority.

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

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

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

### Section 2. Overtime Work and Compensation

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

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

### Irregular Schedules

For employees in exempt classes, (overtime designator "E"), when a mutually-agreeable irregular work schedule is adopted as the employee's routine work schedule, and such schedule results in the employee working more, or less, than forty (40) hours in a week, but which schedule totals eighty (80) hours in a biweekly pay period, the hours worked in the weeks which exceed forty (40) hours shall not be considered overtime in accordance with the definition of work periods hereinabove.

### Computation of Overtime

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

### Exclusion of Leave from Hours Actually Worked

Notwithstanding any other policy, practice, rule, regulation or Memorandum of Agreement provision (except Section 3, "Call-Back Work") to the contrary, any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, 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 for Overtime

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 for the employee's class. Employees shall have their overtime hours computed as follows:

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

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

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

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

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

When an employee is allowed to accumulate FLSA and non-FLSA compensatory time off, such accruals shall be limited to a maximum of one hundred twenty (120) hours of FLSA compensatory time and ~~forty (40)~~ **eighty (80)** hours of non-FLSA compensatory time at the beginning of a biweekly pay period. Balances which exceed ~~forty (40)~~ **eighty (80) hours** for non-FLSA compensatory time will automatically be reduced to ~~forty (40)~~ **eighty (80)** 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)~~ **eighty (80)** 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

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)  
specified amount of FLSA ("N" coded) compensatory time which was earned and

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

credited while actually working in an overtime status. When payoff is approved by the appointing authority, it shall be paid on an hour for hour basis at the employee's current rate.

Employees who are laid off shall receive compensation for unused compensatory time (See: Article 10, Section 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)~~ **eighty (80)** 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)~~ **eighty (80)** 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.

Notwithstanding the above language, maximum non-FLSA hours for the following classes will be ~~sixty-four (64)~~ **eighty (80)** hours:

Park Ranger (006332) Senior  
Park Ranger (006342)  
Supervising Park Ranger (006343)

E. Compensation for Overtime and Holidays Worked by Supervising Registered Nurses in the Middle Management (MM) Unit Only

Overtime and compensation for holidays worked for employees in classes in the Supervising Nurse Classes, 4544 – Supervising Nurse (MM) and 4570 –Public Health Nurse Supervisor (MM), shall be computed on the basis of time and one-half cash or CTO for time actually worked in the standard work period. Upon request of the employee and with approval of the appointing authority, employees may receive compensatory time off for overtime instead of cash compensation up to a limit of forty (40) hours of compensatory time.

F. Residential Care Facilities

Employees employed in a County hospital or facility primarily engaged in the care of persons who are sick, the aged, or the mentally ill (or) (defective), which persons reside on the premises may be compensated at a rate not less than one and one-half times the regular rate for any work actually performed in excess of

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

eight (8) hours in any workday and in excess of eighty (80) hours in a fourteen (14) consecutive day work period.

G. Public Assistance Investigators-Edit June 7, 2017

Employees in eligible classes listed below may be compensated at a rate not less than one and one-half times the regular rate for any work actually performed in excess of eighty (80) hours in a fourteen (14) day work period. ~~Injury leave shall be continue to be provided subject to the provisions of Labor Code 4850. (place in Leaves?)~~ Labor Code 4850 benefits will remain with Public Assistance Investigator series. (place in Article 6 Leaves or remain in Article 5)

Eligible Classes:

5726 – Public Assistance Investigator Trainee (PS)

5727 – Public Assistance Investigator I (PS)

5728 – Public Assistance Investigator II (PS)

5729 – Public Assistance Investigator Supervisor (MM)

Section 3. Call-Back Work

A. Definition

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

Qualifications. To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site. Neither changes in a shift or work schedule when at least fifteen (15) hours advance notice is given, nor service performed on a regular standby shift, or from a voluntary listing on an available list (Section 5) shall constitute call-back work.

Compensation. An employee who is called back, as defined above, shall receive a minimum of three (3) hours time at either time-and-one-half pay or comp time at time and one-half for a minimum of three (3) hours.

~~The decision to pay for overtime worked in cash or compensating time off shall be the sole discretion of the appointing authority, and is non-appealable by the employee.~~

Exclusion of Paid Leave. Paid leave shall not affect compensation for hours actually worked in excess of three (3) hours and not a part of a regular work shift for covered or exempt employees called back during a work period (pursuant to

Section 2.B above). Actual work performed in excess of three (3) hours and not part of a regular work shift shall be compensated as overtime in the same manner such employees (covered or exempt) receive scheduled overtime compensation.

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

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

B. Overtime at Place of Contact

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

C. Court Call-Back

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

D. Employees called back to duty shall, except for emergency situations, be given eight (8) hours rest in the 24-hour period which began at the start of their last normal shift. When an employee's next normal shift must be rescheduled to provide this eight (8) hours rest, non-routine shift change premium shall not be applicable.

E. Medical Examiner Investigators (Classes 5740 – Medical Examiner Investigator II (PS) and 5741 – Medical Examiner Investigator I (PS)) contacted by the department during standby shifts and required to perform services without leaving their place of contact shall receive credit for a minimum of one hour at time-and-one-half pay. Only one call-back, as defined herein, is applicable for each standby shift. (Add PAFI series to this Court Call Back)

F. Additional Assignment While on Call-Back

An employee who is contacted while serving a call-back (as defined above) and is called to another site for additional duties, shall not be compensated for a second or subsequent call-back for this assignment. However, if the employee has left the work site, or sites, and is actually returning, or has returned, to his/her original point of contact, and is then called back again, the employee shall be compensated for an additional call-back.

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

Section 4. Standby Duty Compensation

A. Standby Duty Defined

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

B. Critical Standby Duty Defined-

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

C. Standby Positions Designated (Add PAFI Group to the Standby list)

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

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

E. Standby Compensation (discuss PSS)

Employees shall be paid the equivalent of one hour's compensation for each normal standby shift, provided such shift is not longer than the employee's normal workday. A normal workday is defined as at least eight (8) hours. Employees shall be paid the equivalent of two (2) hours compensation for each "critical" standby shift. Standby compensation shall be made for only those employees occupying positions designated as Standby in accordance with Section 4.C, 4.G, and 4.I hereof.

F. Medical Examiner Investigators

Medical Examiner Investigators on a regular shift or on a standby shift will be required to maintain on their persons, a cell phone provided and maintained by the County. A Medical Examiner Investigator while on standby duty shall not be required to remain at home and may engage in personal activities away from his/her home. If such activities take place in areas in the County of San Diego which are beyond the range of the cell phone, the Medical Examiner Investigator shall leave word with the Medical Examiner's Office as to where he/she may be

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

reached. A Medical Examiner Investigator on standby duty shall urgently and diligently respond to a call for his/her services. Failure to urgently and diligently respond shall constitute grounds for disciplinary action by the appointing authority, provided such disciplinary action shall be subject to review under the Grievance Procedure. A Medical Examiner Investigator may not be assigned standby duty of more than two (2) shifts per week.

An employee in Classes 5740 – Medical Examiner Investigator II (PS) or 5741 – Medical Examiner Investigator I (PS) who is contacted by the department during a standby shift and required to perform services without leaving his/her place of contact shall receive credit for a minimum of one (1) hour at time-and-one-half pay. This payment shall be applicable only to the first such occurrence during each standby shift.

- G. Standby duty served by Classes 5740 – Medical Examiner Investigator II (PS) and 5741 – Medical Examiner Investigator I (PS) shall be designated as “critical” and, therefore, shall be compensated at the equivalent of two (2) hours compensation for each normal “critical” standby shift. (Add PAFI series)
- H. Application of Standby Compensation for Court Order or Subpoena (confirm LPE)

When an employee in Classes 5740 – Medical Examiner Investigator II (PS) and 5741 – Medical Examiner Investigator I (PS) is ordered through subpoena by the District Attorney to remain available on standby for contact to report to a court to give required testimony, such employee shall be paid the equivalent of one (1) hour’s compensation for each day standby is served.

Standby Duty served by Classes 5738 – Criminalist I (PR), 5737 – Criminalist II (PR), 5736 – Criminalist III (PR), 5721 – Forensic Documents Examiner (PR), **5745 – Latent Print Examiners (PS) , 5760 – Senior Latent Print Examiner (PS)** , 5734 – Supervising Criminalist (MM), 5716 – Forensic Evidence Technician (PS), 5719 – Sr. Forensic Evidence Technician (PS), shall be designated as “critical” and, therefore, shall be compensated at the equivalent of two (2) hours compensation for each normal “critical” Standby Shift. (Add PAFI series)

- I. Hazardous Incident Response Duty – Environmental Health Specialists-  
Employees in eligible classes contacted by the department and required to remain available on standby for hazardous incident response work shall be compensated at Step 5 of the rate for Class 4723 – Environmental Health Specialist III (PR), for each standby hour. Employees must possess current training and certification in hazardous incident response work to be considered eligible.

Eligible Classes:

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)  
4722 – Environmental Health Specialist II (PR)

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)  
4723 – Environmental Health Specialist III (PR)

Add 4726- Supervising Environmental Health Specialist

Section 5. Available Time

A. Available Time Defined

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

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

Section 6. Non-Routine Shift Change Compensation

Where employees are scheduled in advance for a specific shift and specific days off for any biweekly pay period and it becomes necessary for management to change such a shift or day off to meet operational needs or cover for unscheduled absences, an employee whose schedule is changed with less than fourteen (14) calendar days notice shall receive a ~~thirty-five dollar (\$35)~~ **fifty dollar (50)** premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee's right to the call-back or overtime provisions of this Memorandum of Agreement.

Section 7. Shift Differential

- A. Employees shall be entitled to second (night) shift differential. Such second shift differential shall be ~~fifty-five cents (\$0.55)~~ **one dollar (\$1.00)** per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Second shift differential shall be paid to an employee who is assigned to an established second (night) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00 a.m.
- B. Employees shall be entitled to third (graveyard) shift differential. Such third shift differential shall be ~~fifty-five cents (\$0.55)~~ **one dollar and fifty cents (\$1.50)** 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

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

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

D. 1. Employees in the class designated below shall be entitled to second (night) shift differential. Such second shift differential shall be ~~one dollar and twenty-five cents (\$1.25)~~ two dollars (\$2.00) 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 12:00 a.m. (midnight).

2. Employees in the class designated below shall be entitled to third (graveyard) shift differential. Such third shift differential shall be ~~two dollars and twenty-five cents (\$2.25)~~ three dollars (\$3.00) 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 12:00 a.m. (midnight) and 8:00 a.m.

Employees in the class designated below shall receive a second shift premium of \$3.00 per hour for all hours worked between 6pm and 6am (if the majority of their hours fall in that period and the employees work 12 hour shifts)

Eligible Class:

4544 – Supervising Nurse (MM)

3. Retention/Recruitment Night Shift Premium: Employees in eligible class shall receive ~~one dollar and fifty-five cents (\$1.55)~~ two dollars (\$2.00) for each hour worked on an established second (night) and/or third (graveyard) shift where more than half the hours of the shift occur between 5:00 p.m. and 8:00 a.m.

Eligible Class:

5091 – Residential Care Worker Supervisor (MM)

Section 8. Temporary Assignment Compensation- edit June 7.

2017

Upon **written written** assignment employees who are assigned to perform the duties of a class which is compensated at a rate higher than such employee's class when such position is temporarily vacant or from which the incumbent is absent, shall be eligible to receive temporary assignment compensation. The assignment must be for over ~~two (2)~~ weeks one (1) week but not over twenty-six (26) weeks. Employees on temporary assignments, after ~~two (2)~~ one (1) week, will be compensated from the first day of appointment.

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

When an employee is assigned to an approved temporary advancement status, he/she will remain in his/her current class but shall be paid a bonus rate which shall be the difference between the rate of compensation of his/her current class and that of the temporarily vacant 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 s u c h

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

assignment, shall be paid terminal benefits at the rate appropriate to such employee's current class. If the employee is promoted or reclassified to the higher paid position, he/she shall receive credit towards probation for the time worked out of class.

Section 9. Temporary Service with Registrar of Voters

Any employee other than an employee of the Registrar of Voters, designated by the Chief Administrative Officer and temporarily assigned to work on a holiday or in addition to his/her regular work shift for the said Registrar in connection with any general, special or primary election, shall be paid in the manner established by this Section.

- A. An employee in a class assigned overtime designator "N" pursuant to Section 1.6.2 of the Compensation Ordinance shall receive compensatory time off hour for hour and cash compensation at a one-half time rate for the first eight (8) hours or less of such work, and cash compensation at one and one-half time rate for service in excess of the first eight (8) hours in a single shift.
- B. An employee not in a class assigned overtime designator "N" shall receive compensatory time off hour for hour for all such work.
- C. Sections 1.6.2 (d) and 1.6.2 (g) of the Compensation Ordinance apply to compensatory time off earned pursuant to this Section.

Section 10. Compensation for Lunch Time Supervisors of Adult – Institution Residents-Current MOA

Section 11. Night Duty Compensation in Overnight Camping Parks or Waterfront Park

Upon the approval of the Director of Parks and Recreation, an employee in an eligible class shall be paid at a rate of two (2) hours pay for each night that he/she is assigned night duty as described in A, B, and C, below at a County overnight camping park or Waterfront Park.

Eligible Classes:

6342 – Senior Park Ranger (MM)

6343 – Supervising Park Ranger (MM)

6335 Recreation Program Coordinator

Upon approval of the Director of Parks and Recreation, four (4) employees in an eligible class who are assigned to roving duty, shall be paid at a rate of one (1) hour of pay for each work day he/she is assigned at a County park.

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

Eligible Classes:

6342 – Senior Park Ranger (MM)

6343 – Supervising Park Ranger (MM)

6335 Recreation Program Coordinator

- A. Night duty means that an employee is assigned to specific hours outside the normal work week during which he/she must remain in the camping park overnight (*including Waterfront Park*) to provide public safety and enforce park rules and regulations by performing related tasks and maintaining an on-call status;
- B. Only one (1) employee will be assigned night duty in any one (1) park at any one time;
- C. All hours worked by an employee while assigned night duty, to perform tasks above and beyond normal night duty assignments critical to maintaining public safety or enforcing park rules and regulations shall be compensated on an overtime basis as specified in Article 5, Section 2 of this Agreement;
- D. This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

Section 12. Transcribing Premium- *Current MOA May 11, 2017*

Section 13. Work Location Premiums

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

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

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

A. Supervising Nurse Work Location Premium

Employees in the class designated below whose principal assignments are to East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility, Detention Facility Work Locations or Rural Detention Institutional Work Locations designated below shall receive additional compensation at a rate approximately ten percent (10%) above his/her regular base rate for such assignment. This premium shall apply to time worked only and shall not apply toward paid time off or to terminal payoff.

Eligible Class:

4544 – Supervising Nurse (MM)

Locations: (confirm the locations have Supervising RN)

- Camp Barrett
- Juvenile Ranch Facility
- East Mesa Juvenile Detention Facility
- Kearny Mesa Juvenile Detention Facility
- **George Bailey Detention Facility**
- **East Mesa Reentry Facility**
- **Las Colinas Detention & Reentry Facility**
- **Vista Detention Facility**
- **South Bay Detention Facility**
- **San Diego Central Jail**
- **Girls Rehabilitation Facility**

B. Positions in Medical and Detention Facility Locations

An employee in the classes listed below assigned to work at a medical or detention facility, as his/her primary work location, shall be paid twenty-five cents (\$0.25) per hour in addition to the salary prescribed for his/her class for each hour worked in:

Inpatient Units, Admissions and Screening:

- San Diego County Psychiatric Hospital

Initial Intake, Admissions and Screening of Kids:

- Polinsky Children's Center

Medication Management:

- Central Regional Clinic
- East County Outpatient Clinic
- Forensic Mental Health Services
- Grantville
- North Coastal Outpatient Clinic

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

- North Inland Outpatient Clinic
- Southeast Region Outpatient Clinic
- **South Region Outpatient Clinic**
- **North Central Outpatient Clinic**
- Camp Barrett
- Juvenile Ranch Facility
- Edgemoor

Jail Information  
Booking Section

~~Edgemoor~~  
duplicate

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

Release Section  
Dispensary of the Sheriff's Department  
Psychiatric Security Unit at the Jail  
East Mesa Juvenile Detention Facility  
Kearny Mesa Juvenile Detention Facility  
**Sheriff** Jail Kitchens  
Sheriff's Central Production Center  
Sheriff's Central Laundry  
**Sheriff's Commissary Store**

Eligible Classes:

2403 – Accounting Technician (AE)  
2430 – Cashier (CL)  
2493 – Account Clerk (CL)  
2494 – Payroll Clerk (CL)  
2510 – Senior Account Clerk (MM)  
2511 – Senior Payroll Clerk (CL)  
2513 – Senior Cashier (MM)  
2521 – Account Clerk Specialist (CL)  
2650 – Stock Clerk (AE)  
2655 – Sr. Storekeeper (MM)  
2658 – Storekeeper II (T) (MM)  
2660 – Storekeeper (AE)  
2664 – Pharmacy Stock Clerk (AE)  
2700 – Office Assistant (CL)  
2706 – Admissions Clerk (CL)  
2707 – Senior Admission Clerk (CL)  
2709 – Departmental Clerk (CL)  
2710 – Junior Clerk (T) (CL)  
2715 – Records Clerk (CL)  
2729 – Office Support Specialist (CL)  
2730 – Senior Office Assistant (MM)  
2745 – Supervising Office Assistant (MM)  
2756 – Administrative Secretary I (CL)  
2757 – Administrative Secretary II (CL)  
3009 – Word Processor Operator (CL)  
3008 – Senior Word Processor Operator (CL)  
3046 – Medical Records Clerk (CL)  
5236 – Departmental Aide (PS)  
6405 – Food Services Supervisor (MM)  
6410 – Senior Cook (FS)  
6411 – Cook (FS)  
6415 – Food Services Worker  
6530 – Laundry Worker (FS)

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

**6509 – Laundry**

**Supervisor(MM)**

**4250 – Pharmacist (MM)**

7530 – Sewing Room Supervisor (MM)

Detention Processing Tech

Detention Processing Assistants

Park Ranger Series

~~Park Maintenance Worker~~

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

C. Remote Locations

An employee in a class listed below, who is assigned to routinely perform his/her duties during a regularly scheduled work week at a work location designated below as remote, shall receive twenty-five cents (\$0.25) per hour in addition to base rate compensation. Employees who live in County-owned housing at the locations designated below or who reside within twenty (20) miles of these locations shall not be eligible to receive this premium, except for those employees who were receiving this premium on or prior to June 25, 1981.

Locations:

Camp Barrett

Juvenile Ranch Facility

**Borrogo County Park**

**Agua Caliente Campground**

**Vallecito Stage Station**

**Pine Valley Park**

**Lake Morena**

**Potrero**

Eligible Classes:

2650 – Stock Clerk (AE)

2658 – Storekeeper II (T) (MM)

2660 – Storekeeper (AE)

5236 – Departmental Aide (PS)

6405 – Food Services Supervisor (MM)

6410 – Senior Cook (FS)

6411 – Cook (FS)

6415 – Food Services Worker (FS)

**3001 - DIA (CL)**

**2715 - Records Clerk (CL)**

**2756 - Admin Secretary I (CL)**

**2557 - Admin Secretary II (CL)**

**Park Ranger Series**

D. Detention Facility Locations: Sheriff's Social Worker Unit

An eligible employee in a classification designated below whose principal assignment is to detention facility work locations specifically designated below shall receive additional compensation at a rate approximately ten percent (10%) above the employee's regular base rate for such assignment. This premium shall apply to time worked but shall not apply to terminal payoff.

Detention Facility Work Locations:

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

- San Diego Central Jail
- Las Colinas Detention and Reentry Facility
- Vista Detention Facility
- George F. Bailey Detention Facility
- South Bay Detention Facility
- East Mesa Reentry Facility
- Girls' Rehabilitation Facility

Eligible Classes:

- 4400 – Occupational Therapist II (T) (PR)
- 4407 – Recreational Therapist (PR)
- 5031 – Chaplain Coordinator (PR)
- 5279 – Sheriff's Detention, Mental Health Clinician (PR)
- 5280 – Sheriff's Detention, Chief Mental Health Clinician (MM)

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

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

Institutional/Principal Work Locations:

- Edgemoor
- San Diego County Psychiatric Hospital
- Sheriff's Detention Facilities – GBDF, EMRF, SDCJ, VDF, LCDRF, SBDF
- Probation Juvenile Detention Facilities – KMJDF, EMJDF, Camp Barrett
- Girls Rehabilitation Facility

Eligible Classes:

- 5050 – Correctional Counselor (PR)  
5051 – Supervising Correctional Counselor (MM)

- 4196, 4198, 4199 – Psychiatrist Resident, Psychiatrist, Psychiatrist Specialist (PR)  
5102 – Licensed Mental Health Clinicians (PR)  
? – Clinical Psychologist  
5087 – Senior Clinical Psychologist (PR)  
Detention Processing Technicians  
Detention Information Assistants

Section 14. Assignment Premiums

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

- A. Equipment Operators Toxic Sealers- Current MOA
- B. Audit Division- Current MOA
- C. Hospital Outstation Premium- Current MOA

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)  
Section 15. Certifications/Special Training (5%)

- A. Registered Engineers- Current MOA
- B. Physician Classes Board Certification Bonuses (10% and 15%)- Current MOA
- C. Registered Environmental Health Specialists (5%)- Current MOA
- D. POST Pay for PAFI Series

Permanent employees designated in the Public Assistance Fraud Investigator Series who possess, based on level of proficiency demonstrated by the acquisition of certificates issued by the California Commission on Peace Officers' Standards and Training (P.O.S.T.), an Advanced P.O.S.T. certificate shall be compensated as follows:  
5% above their base hourly rate for their designated classification in the Appendix for Intermediate Level;  
8.5% above their base hourly rate for their designated classification in the Appendix for Advanced level.

- E. POST Pay for Communication Dispatcher Series-edited July 20, 2017  
Permanent employees designated in Sheriff's Communications Dispatcher series who possess, based on level of proficiency demonstrated by the acquisition of certificates issued by the California Commission on Peace Officers' Standards and Training (P.O.S.T.), an Advanced P.O.S.T. certificate shall be compensated as follows:  
5% above their base hourly rate for their designated classification in the Appendix for Intermediate Level;  
8.5% above their base hourly rate for their designated classification in the Appendix for Advanced level.

Section 16. Bilingual Premium

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

Class A: The rate for Class A bilingual skill is ~~forty dollars (\$40) biweekly; fifty cents (\$0.50)~~ eighty dollars (\$80) bi-weekly one dollar (\$1.00) per

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

hour for eighty (80) hours of paid service – thereafter, the FLSA regular rate for overtime shall apply. To qualify

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

for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an eighty (80) hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate of Class B bilingual skills is ~~twenty dollars (\$20)~~ forty dollars (\$40) biweekly; twenty-five cents (\$0.25) fifty cents (\$0.50) per hour for eighty (80) hours of paid service – thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in a second language.

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

Section 17. Child Protective Services/Adult Protective Services Spanish Retention Bilingual Premium (Other Languages as designated)

The appointing authority may assign a qualified employee, to perform Spanish bilingual duties in child protective services positions in the Children's Services Bureau or in adult protective services in the Adult Protective Services in Aging and Independent Services which have been identified and designated as requiring Spanish bilingual skills. The Health & Human Services Agency will recommend the effective date for Spanish bilingual pay as the date the employee is assigned such duties or passes the Spanish bilingual proficiency test, whichever is later. In order to ensure an adequate level of Spanish bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving the premium. The Appointing Authority may designate other languages as needed based on the needs of the service recipients and volume of work on the other bi lingual employees.

Class A: The rate for Class A Spanish bilingual skills is ~~seventy-two dollars (\$72) biweekly; ninety cents (\$0.90)~~ one hundred dollars (\$100) bi weekly one dollar twenty five cents (\$1.25) per hour for eighty (80) hours of paid service – thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring Spanish 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

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

technical Spanish bilingual skills (reading, writing and translation).  
The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in the Spanish language.

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

Class B: The rate of Class B Spanish bilingual skills is ~~forty dollars (\$40) biweekly; fifty cents (\$0.50)~~ sixty dollars (\$60) bi weekly seventy five cents (\$.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 Spanish 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 (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in the Spanish language.

Employees in designated classes eligible to receive this premium shall not also be eligible to receive the Bilingual Premium contained in Article 5, Section 16.

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

### Eligible Classes:

- 5237 – Adult Protective Services Specialist (PS)
- 5238 – Senior Adult Protective Services Specialist (PS)
- 5239 – Adult Protective Services Supervisor (MM)
- 5259 – Protective Services Supervisor (SS)
- 5726- Public Assistance Investigator Trainee (PS)
- 5727- Public Assistance Investigator I (PS)
- 5728- Public Assistance Investigator II (PS)
- 5729- Public Assistance Investigator Supervisor (MM)

### Section 18. Master of Social Work (MSW) Degree Premium

An employee in an eligible class shall be paid ~~fifty dollars (\$50)~~ one hundred dollars (\$100) biweekly upon furnishing satisfactory evidence that he/she possesses a Master of Social Work (MSW) degree. Employees in class 5270 – Social Work Supervisor (SS) must be performing either adult protective services work or children protective services work to be eligible for the premium.

### Eligible Classes:

- 5203 – Aging Program Specialist I (PS)
- 5204 – Aging Program Specialist II (PS)
- 5205 – Aging Program Specialist III (MM)
- 5237 – Adult Protective Services Specialist (MM)
- 5238 – Senior Adult Protective Services Specialist (PS)
- 5239 – Adult Protective Services Supervisor (MM)
- 5259 – Protective Services Supervisor (SS)
- 5270 – Social Work Supervisor (SS)

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

Grandfather Provision for Incumbents as of December 12, 1988

Notwithstanding the above, employees employed as of December 12, 1988, as Protective Services Supervisor – 5259 (SS) or Aging Program Specialist III – 5205 (PS), will be eligible for the MSW premium herein, provided that the employee possesses either a Master of Counseling Degree based on a two-year program or a Master's Degree with an M.F.C.C. Employees in classes 5259 - Protective Services Supervisor

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)  
(SS) or 5205 - Aging Program Specialist III (PS) appointed after December 12, 1988 must possess an MSW Degree in order to be eligible for the MSW premium.

This premium is paid for paid time off, but not for terminal payoff.

Section 19. Sheriff's Dispatcher Training Premium- Current

MOA

Section 20. Sheriff's Dispatcher Lead Premium- Current MOA

Section 21. Sheriff's Detentions Procedures and Detentions Information Assistant Training Premium

A. Detentions Processing Technician

Eligible employees shall be paid an additional ~~forty-five~~ seventy-five cents (\$0.45) ~~(\$0.75)~~ (\$1.00 ) one dollar per hour to provide training to newly hired staff in the areas of pre-book, book, pre-release, release and court paper preparation in the Sheriff's booking facilities. This type of training, which applies only to Sheriff's Detentions Processing Technicians, is distinguished from what is considered typical training in that this training requires eligible employees to monitor trainees' work side-by-side for review and understanding of all booking procedures and related detention and court process

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

and prepare evaluations to be submitted to the Detention Processing Supervisor in charge of training. This premium shall be paid for time worked only.

B. Detentions Information Assistant

Eligible employees shall be paid an additional ~~forty-five cents (\$0.45) seventy-five cents (\$.75)~~ \$1.00 one dollar per hour to provide training to newly hired staff in the areas of receipt and disbursement of property, receipt and disbursement of monies, video conferencing and scheduling of visits. This premium shall be paid for time worked only.

Eligible Classes:

3001 – Detentions Information Assistant (CL)

3002 – Detentions Processing Technician (CL)

Section 22. Child Support Officer Lead Premium- Current MOA

Section 23. Hospital Outstation Assignment

Premium- Current MOA

Section 24. Hazardous Incident Response Work – Environmental Health Specialists- Current MOA

Section 25. Forensic Autopsy Lead Worker- Current MOA

Section 26. Master of Library Science (MLS)

Premium- Current MOA

Section 27. HIRT Team Differential – Current MOA

Section 28. Sewing Room Supervisor, Special Assignment Premium- Current MOA

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

### Section 29. Appraiser Premium

An employee in an eligible class shall be paid ~~fifty dollars (\$50)~~ one hundred dollars (\$100) biweekly upon furnishing satisfactory evidence that he/she possesses an Advanced Property Tax Appraiser Certificate.

#### Eligible Classes:

- 5502 – Appraiser IV (AE)
- 5503 – Appraiser III (AE)
- 5504 – Appraiser II (AE)
- 5505 – Appraiser I (AE)
- 5512 – Supervising Appraiser I (MM)
- 5513 – Supervising Appraiser II (MM)
- 5526 – Audit Appraiser III (AE)
- 5527 – Audit Appraiser II (AE)
- 5528 – Audit Appraiser I (AE)
- 5529 – Supervising Audit Appraiser (MM)
- 5530 – Audit Appraiser IV (AE)

### Section 30. Psychiatric Hospital Location Premium- **add classes and locations**

Employees in classifications designated below whose principal assignment is to the psychiatric hospital, or East Mesa, or Juvenile Detention, or Probation Juvenile Hall shall receive additional compensation at a rate approximately five percent (5%) above their regular base rate for such assignment. This premium shall not apply toward paid time off or terminal payoff.

#### Eligible Classes:

- 4162 – Medical Consultant (PR)
- 4196 – Psychiatrist (PR)
- Psychiatrist III
- 4198 – Psychiatric Resident (PR)
- 4199 – Psychiatrist Specialist (PR)
- 4407 – Recreational Therapist (PR)
- 4400 – Occupational Therapist II (T) (PR)
- 4544 – Supervising Nurse (MM)
- 5102 – Licensed Mental Health Clinician (PR)
- Clinical Psychologist
- 5087 - Senior Clinical Psychologist (PR)**
- 5050 - Correctional Counselor**
- 5250 – Senior Psychiatric Social Worker (T) (PR)

### Section 31. Locked Facilities Premium

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

Eligible employees in the classes listed below shall be compensated an additional \$.25 (twenty-five cents) per hour actually worked in a locked facility in the Sheriff's and **Probation** Department. This premium shall apply to time worked and shall not apply toward paid time off or to terminal payoff.

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

Eligible Classes:

- 2650 – Stock Clerk (AE)
- 5885 – Building Maintenance Supervisor (MM)
- 6410 – Senior Cook (FS)
- 6510 – Senior Laundry Worker (MM)
- 7099 – Sheriff's Range Guard (PS)
- 6509 – Laundry Supervisor (MM)**

Section 32. Inmate Supervision- *Edit June 7, 2017*

Eligible employees, as designated by the Appointing Authority, in eligible classes listed below, shall be paid an additional ~~one dollar and twenty-five cents (\$1.25)~~ two dollars (\$2.00) per hour for the supervision of Sheriff's inmates. This premium shall not apply toward paid time off or terminal payoff. This premium shall only apply to time worked.

Eligible Classes:

- 2650 – Stock Clerk (AE)
- 2655 – Senior Storekeeper (MM)
- 2658 – Storekeeper II (T) (MM)
- 2660 – Storekeeper (AE)
- 5789 – Sheriff's Commissary Stores Supervisor (MM)
- 6405 – Food Services Supervisor (MM)
- 6410 – Senior Cook (FS)
- 6411 – Cook (FS)
- 6415 – Food Services Worker (FS)
- 6509 – Laundry Supervisor (MM)
- 6510 – Senior Laundry Worker (MM)
- 6530 – Laundry Worker (FS)
- 7069 – Wastewater Plant Operator III (MM)
- 7099 – Sheriff's Range Guard (PS)
- 7530 – Sewing Room Supervisor (MM)

~~Sheriff's Correctional Counselors (*Edit*~~

~~*June 7, 2017 put in Locked Facilities*~~

~~*Premium*~~

Section 33. Certification in Industrial Hygiene-

Current MOA

Section 34. Tower Climbing Premium-Current MOA

ARTICLE 6. PAID LEAVES (Cont'd)

Section 35. Training Officer Premium- Current MOA

Section 36. Maintenance Requirement of Certification/Licensure for Premium Pay-  
Current MOA

Section 37 Training Differential- *edit June 7, 2017*

When an employee is assigned *by management* to orient or train another employee, he/she shall receive a training differential of \$1.00 per hour for each hour worked in the training role.

ARTICLE 6. PAID LEAVES (Cont'd)

ARTICLE 6. PAID LEAVES- *Edit June 7, 2017*

Section 1. Holidays and Holiday Compensation (~~adjust for 10 hour or 12 hour shifts throughout this Article~~)—Union amends to current MOA June 7, 2017

Section 2. Vacation- Current MOA June 7, 2017

### Section 3. Bereavement Leave

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

#### A. Eligibility

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

#### B. Amount of Leave

Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family. Also, an employee shall be entitled to ~~use two (2) additional days of sick leave as bereavement leave when required to travel more than two hundred miles or out of the State of California.~~ In addition, the employee shall continue to be entitled to use additional sick leave.

#### C. Immediate Family

Immediate family includes husband, wife, domestic partner, child, stepchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandmother, grandfather, grandchild, parent, stepparent, mother-in-law, father-in-law, aunt (sibling of parent), uncle (sibling of parent) or any person

ARTICLE 6. PAID LEAVES (Cont'd)

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 –fold in LOU attached(TA June 7, 2017)

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

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

A. Eligibility

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

B. Earnings

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

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

C. Definition of Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, aunt (sibling of parent), uncle (sibling of parent) or any person serving as a parent, or who

ARTICLE 6. PAID LEAVES (Cont'd)

has served as a parent, or any other person living in the same household as the employee.

D. Use of Sick Leave

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

E. Request for Sick Leave

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

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

F. Compensation for Unused Sick Leave

1. Employees who enter County service after July 1, 1979, shall not be eligible for compensation for any of their unused sick leave credits.
2. An employee with ten (10) or more years of continuous service during that employee's present employment who retires, voluntarily terminates, dies, discontinues earning sick leave credits by reason of that employee changing from being paid at a biweekly rate, is elected to County Office, or is laid off, shall be paid twenty-five percent (25%) of that employee's accumulated sick leave credits. An employee who received such compensation shall have no right to restoration of any sick leave credit upon return to County service.

ARTICLE 6. PAID LEAVES (Cont'd)

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

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

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

4. Sick Leave

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

G. Conversion of Sick Leave Credits to Retirement Service Credit

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

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

H. Employee's Options

Notwithstanding the provisions of Section 4.G of this Article, employees eligible

ARTICLE 6. PAID LEAVES (Cont'd)  
under Section 4.F may elect to:

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

I. Calculation of Compensation for Unused Sick Leave

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

J. Cancellation and Restoration of Sick Leave Credits

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

ARTICLE 6. PAID LEAVES (Cont'd)  
Section 5. Injury Leave

Injury leave is paid leave granted to a biweekly employee while disabled and unable to perform his or her job duties because of a job-related injury, entitled to Workers' Compensation temporary total disability benefits, and is not ineligible under one or more conditions listed in Section 5.A herein. Injury leave compensation shall equal the difference between seventy-five 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 employee refused to accept it.
5. Injury leave shall not be granted for aggravation, recurrence or sequelae of a pre-existing non-service connected physical disability or any physical condition existing prior to employment by the County, nor for recurrences, aggravation or sequelae of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent employee is otherwise eligible, sick leave may be granted.

B. Definitions

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

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

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

### C. Request

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

### D. Investigation

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

### E. Appeal

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

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

decision, the employee may appeal the decision by requesting arbitration. Written notice requesting arbitration must be presented to the Risk Management Division of the Department of Human Resources within the ten (10) days specified herein. The request for arbitration shall specify the basis for the appeal.

Selection of Arbitrator. The Risk Management Division will maintain a list of qualified neutral arbitrators from the Superior Court Arbitrator Personal Injury Panel.

The arbitrator shall be determined by the parties alternately striking names from the Superior Court Injury Panel until only one remains. These arbitrators shall have workers' compensation experience.

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

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

### F. Duration of Injury Leave

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

ARTICLE 6. PAID LEAVES (Cont'd)

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

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

G. Holidays Falling During Injury Leave

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

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

H. Absence Pending Injury Leave

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

I. Workers' Compensation and Leave

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

ARTICLE 6. PAID LEAVES (Cont'd)

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

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

J. Light Duty

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

Section 6. Court Leave (Jury Duty)- Current MOA

Section 7. Educational Leave Release Time for Educational Purposes-Current MOA

ARTICLE 6. PAID LEAVES (Cont'd)

Section 8. Military Leave- Current MOA

Section 9. Administrative Leave- Current MOA

Section 10. Catastrophic Leave Program- Current MOA

ARTICLE 6. PAID LEAVES (Cont'd)

Section 11. Appeal of Disputes: Paid Leaves- Current MOA

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## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Absent extenuating circumstances, the County shall reimburse employees for work related expenditures within fifteen (15) days of the employee's submission of the request for reimbursement.

### Section 1. License Reimbursement

The County shall reimburse any permanent employee, who works at least ~~eighty (80)~~ forty (40) 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.

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

Notwithstanding the above language, the County will reimburse the following classes for obtaining and for renewing County-desired and County-required licenses and certificates:

- 005392 Agricultural/Standards Inspector
- 005393 Senior Agricultural/Standards Inspector
- 005394 Supervising Agricultural/Standards Inspector

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

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

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

Upon request, management agrees to discuss with the Union, specific clothing needs where such tasks may result in unforeseen damage to clothing which is normal business attire for the classification. Unresolved issues may be submitted by the Union to the Joint Employee Safety Committee and, if still unresolved, submitted to the grievance procedure.

- B. The Medical Examiner Investigators work with a dress code that is necessary in the performance of their duties. Also, Medical Examiner Investigators, at times, in the line of duty, are required to enter industrial areas, hike into remote country in snow and rain to enter fire damaged buildings. Therefore, the County agrees to provide each Medical Examiner Investigator with the following items:

1. a hard hat
2. a jumpsuit coverall
3. a pair of boots

Also, an adequate supply of rain suits and heavy jackets will be maintained for the common use of Medical Examiner Investigators, to provide protection to Medical Examiner Investigators and their clothing. The specifications for said items shall be determined by the appointing authority.

- C. Initial Issue

Eligible employees in the classifications listed under Section 1.D "Uniform Allowance", when hired or newly assigned to a position requiring them to wear a uniform, shall receive, within thirty (30) days of hire or assignment, an initial

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

allowance toward the purchase of required uniforms in the amount as provided in Section 1.D below.

D. Uniform Allowance- - Union counter- current contract if County agrees to Union Proposal June 7, 2017 on Safety Shoes

If an employee in an eligible Bargaining Unit is on leave (paid or unpaid) during Payroll 4, and has sufficient hours in the previous year to qualify for a Uniform Allowance maintenance payment in accordance with the chart below, that payment will be made when the employee returns to active County service. If an eligible employee is active in Payroll 4 but on leave (paid or unpaid) in Payroll 5, the maintenance payment will be made when the employee returns to active County service. If an employee is in an eligible Bargaining Unit in Payroll 4, but terminates County service or transfers to an ineligible Bargaining Unit in Payroll 5, that employee is not entitled to receive the maintenance payment, as that employee is no longer required to wear a uniform.

For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday for Payroll 05 of each year, pay a uniform maintenance allowance to employees who are in any eligible class in Payroll 04 of that year. This allowance will be included in the paycheck of the appropriate period as defined above.

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

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

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

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

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

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

<u>Class No.</u>	<u>Title</u>	<u>Three Thirds (3/3)</u>
005700 -	Animal Care Attendant (PS)	\$ <del>650</del> - <u>750</u>
005702 -	Supervising Animal Care Attendant (MM)	<del>650</del> - <u>750</u>
005703 -	Animal Control Officer (PS)	<del>650</del> - <u>750</u>
005710 -	Registered Veterinary Technician (PS)	<del>650</del> - <u>750</u>
005711 -	Supervising Animal Control Officer (MM)	<del>650</del> - <u>750</u>
005748 -	Community Services Officer (PS)	<del>650</del> - <u>750</u>
006019 -	Road Crew Supervisor (MM)	<del>400</del> - <u>500</u>
006028 -	Road Structures Supervisor (T) (MM)	<del>400</del> - <u>500</u>
006332 -	Park Ranger (PS)	<del>800</del> - <u>900</u>
006342 -	Senior Park Ranger (MM)	<del>800</del> - <u>900</u>
006343 -	Supervising Park Ranger (MM)	<del>800</del> - <u>900</u>
006410 -	Senior Cook (FS)	<del>400</del> - <u>500</u>
006411 -	Cook (FS)	<del>400</del> - <u>500</u>
006415 -	Food Services Worker (FS)	<del>400</del> - <u>500</u>
007089 -	Solid Waste Site Supervisor (MM)	<del>400</del> - <u>500</u>

E. Hard-Toe Shoes/Non-Slip Safety Shoes (*counter- current amounts if County agrees to add classes in Union Proposal listed below- June 7, 2017*)

Employees in the following classes shall be reimbursed ~~one hundred and fifty-five dollars (\$155)~~ two hundred (\$200) dollars upon proof of purchase of departmental approved hard-toe shoes or non-slip safety shoes. If hard-toe shoes or non-slip safety shoes are deemed appropriate by the department for employees in other classes, these employees shall also be reimbursed. Employees may accrue up to three (3) years' worth of reimbursement for the purchase of safety footwear. Employees who do not spend ~~one hundred and fifty-five dollars (\$155)~~ two hundred (\$200) dollars in the previous fiscal year shall have up to ~~three hundred and ten dollars (\$310)~~ four hundred (\$400) dollars available in the second year. Employees who do not spend ~~one hundred and fifty-five dollars (\$155)~~ two hundred (\$200) dollars in each of the two (2) previous fiscal years shall have up to ~~four hundred and sixty-five dollars (\$465)~~ six hundred (\$600) dollars available in the third year. Maintenance after purchase and reimbursement will be the responsibility of the employee. A portion of the reimbursement allowance can also be used for shoe repair.

Hard Toe Shoes:  
002660 – Storekeeper (AE)

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

002664 – Pharmacy Stock Clerk (Jail) (AE)

002666 – Property & Salvage Worker (AE)

002667 – Senior Property & Salvage Worker (AE)

002713 – Sheriff's Property & Evidence Specialist II (CL)

003587 – Code Enforce. Off I (PS)

003588 – Code Enforce. Off II (PS)

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

003589 – Code Enforce. Cord. (MM)  
003715 – Bldg. Enforcement Supv.  
(MM)  
005785 – Sheriff's Property Investigator (PS)  
005787 – Sheriff's Property & Evidence Manager (MM)  
005793 – Sheriff's Property & Evidence Custodian (PS)  
006019 – Road Crew Supervisor (MM)  
007068 – Wastewater Facilities Supervisor (MM)  
007069 – Wastewater Plant Operator III (MM)  
Land Use Environmental Planners  
Food Service Workers and Cooks

Non-Slip Safety Shoes:

004317 – Disease Research Scientist (PR)  
005710 – Registered Veterinary Technician (PS)

- F. All employees in the Food Services Unit: Aprons and head coverings to be provided.
- G. All employees in In Mate Processing Division of the Sheriff's Department shall be issued 5 t shirts (with Sheriff's Department logo) per year.
- H. Back Belts
- If back belts are deemed appropriate by the Department, employees approved for such belts shall be reimbursed up to fifty dollars (\$50) upon proof of purchase of departmental approved back belts. The department may also provide a back belt for an employee if deemed appropriate, in lieu of reimbursement.
- I. Land Use Environmental Planners- May 11, 2017  
*The County shall provide safety vests and hard hats to the Land Use Environmental Planners.*

Section 3. Private Mileage and Use of County Cars- Current MOA

- A. Use of County Cars- Edit June 20, 2017- TA June 20, 2017
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~~

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

~~direction of the vehicle for County documentation, analysis, and use.~~

- ~~4. The Union agrees to complete the meet and confer process on how GPS data may be used for disciplinary purposes, within 90 days from the date of the notice regarding the GPS guidelines and/or policy. The meet and confer process shall be subject to the impasse procedure pursuant to the Labor Relations Ordinance and State Law if an agreement cannot be reached in the ninety (90) day period. (status?)~~

B. Changes

In reassigning an employee from a private vehicle to a County vehicle or vice versa, the County will consider the needs of the employee as well as t h e

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

efficiency and economy of County operations, including consideration of those positions with high mileage.

C. Medical Examiner Investigators - Classes 5740 and 5741 (PS)-Current MOA

D. Environmental Health Specialists- Current MOA

E. Appraiser/Audit Appraiser- Current MOA

F. 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. The County agrees to process reimbursements within 15 days of receipt of the request by the employee.

Section 4. Parking and Transportation-

A. Parking

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

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

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

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

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

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

1. Up to ~~sixty-five dollars (\$65)~~ one hundred twenty five (\$125) dollars reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage), or County Transit System bus pass, or North County Transit District "Coaster Plus Pass", or "Coaster 10-Trip Tickets", or similar monthly pass. Employees are eligible

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

to participate in the Transit Pass Program on the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass; or

2. ~~Fifty dollars (\$50)~~ (\$300) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or (TA June 6, 2017)
3. ~~Twenty five dollars (\$25)~~ 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 B.2. and B.3. above: 101 W. Broadway; 220 W. Broadway; 225 Broadway, 330 W. Broadway; 625 Broadway; 233 "A" Street; 110 W. "C" Street; 1409 Fourth Avenue; 964 Fifth Avenue; 1501 6th Avenue; 1130 10th Avenue; 1173 Front Street; 734 W. Beech Street and other locations certified to the Assistant Chief Financial Officer/Auditor and Controller by the Chief Administrative Officer. Eligibility for B.2 and B.3 above is to be determined through certification by the appointing authority that the employee has incurred expense under the conditions stated above in at least the amount specified. The administration of transportation reimbursements are subject to the rules and regulations of the Assistant Chief Financial Officer/Auditor and Controller.

**(update locations list)**

Section 5. County Owned and Maintained Housing Facilities- Current MOA

Section 6. Meals in County Facilities- Current MOA

.

Section 7. Repayment of Specialized Training Expenses- Current MOA

:

ARTICLE 9. EMPLOYEE BENEFITS

Section 1. Retirement

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

Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General benefit Tier

into the appropriate fund in accordance with the rules and regulations governing such employee contributions.

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

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

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

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

Retirement benefits for employees hired on or after August 28, 2009, but before December 01, ~~2012~~ 2017 (Union proposal modified in recognition of County’s April 13, 2017 Proposal) 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%

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

Except as allowed for by State Law, retirement benefits for employees hired on or after December 01, 2012 ~~December 1, 2017~~, 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	<del>55</del> <u>52</u>
COLA	Maximum 2%

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

A. Retirement Offset

1. Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General Benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions excepting that the County will contribute the below rates but no more than the employee's established rate, to the fund on behalf of the General employee covered by this Agreement. In the event that the employee's rate is less than the rate indicated below, the employee shall not be credited with the difference.

Effective July 1, 2012

Retirement Contribution Offset – Tier A/1		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
AE, MM, PR, PS	2.25%	4.5%
SS	1.75%	3.5%
CL, FS	1.5%	3.0%

Retirement Contribution Offset – Tier B		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
AE, MM, PR, PS	1.75%	3.5%
SS	1.25%	2.5%
CL, FS	1.0%	2.0%

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

Effective December 27, 2013:

Retirement Contribution Offset – Tier A/1		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
AE, MM, PR, PS	1.5%	3.0%
SS	1.17%	2.33%
CL, FS	1.5%	3.0%

Retirement Contribution Offset – Tier B		
Union Code	Employees who have <u>less than 5 yrs.</u> of continuous service:	Employees who have <u>at least 5 yrs.</u> of continuous service:
AE, MM, PR, PS	1.17%	2.33%
SS	0.83%	1.67%
CL, FS	1.0%	2.0%

Effective June 9, 2017, the County’s retirement contribution offset shall be eliminated for all bargaining units.

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.

Effective December 27, 2013, in exchange for the offset reduction specified above, employees shall receive a salary adjustment as specified in the chart below:

<b>Step Placement</b>	<b>Salary Schedule Adjustment</b>
All employees at Step 5 or above of the salary range	1.5% increase to Step 5 or above of the salary schedule
All other salary steps	0.40% increase to all other steps
Broadband classes	Employees at the top of the broadband classification shall receive 1.5% increase. All other employees shall receive 0.40% increase.

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

Effective June 9, 2017, all employees shall receive a wage increase as an even exchange for the remaining offset elimination. The amount of this even exchange shall be based on the Fiscal Year 2016-17 Adopted Budget for the bargaining unit and will be determined by converting the amount appropriated for offset to a percentage of the total salaries and benefits. Total salaries and benefits shall include base salary, supplemental pay, employer retirement contributions, other post-employment benefits, OASDI and Medicare. The amount of this increase for employees will be cost neutral to the County and in no way shall it result in a cost increase to the County. (Specify the wage increase for June 9, 2017)

2.
  - a. One-half Retirement Offset: Effective June 19, 1998 through completion of at least five (5) years of continuous service in the retirement system, employees shall receive one-half of the retirement offset provided for in Section 1.A.1 above.
  - b. Full Retirement Offset: Upon completion of at least five (5) years of continuous service in the County retirement system, employees covered by (a) above, shall receive the full retirement offset established in Section 1.A.1 of this Article.
  - c. Notwithstanding Section 1.A.2 (a) and (b) above, the County has the right to:
    - i. determine which classification(s), if any, shall be exempted from this provision;
    - i. implement such determinations as the County deems advisable.
- B. The County and the SEIU, Local 221 acknowledge that all provisions of this Agreement, including Article 9, Section 1 "Retirement," together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement to the extent provided by law.

### Section 2. Insurance/Flexible 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 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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

A flexible benefits plan, which is in accordance with Section 125 of the Internal

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

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 employee's pre-tax contributions for all monies paid toward health, dental, vision and/or voluntary AD&D plans.

## 2. Coverage.

- a. All eligible employees are required to have the following minimum "core" benefits for the employee only:
  - County health insurance unless properly waived
  - County basic life and AD&D insurance
- b. Coverage by County Spouse: An eligible County employee married to another eligible County employee may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the "employee only" County contribution amount available to apply toward the employee's Flexible Benefits Plan during the employee's

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)  
active employment.

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

- c. Proof of Coverage: Employees who submit satisfactory “Proof of Health Insurance Coverage” may elect not to be covered by the County’s health insurance plans. This election may only be made during the County’s open enrollment period or during the year as the result of a qualifying “change in status” as defined by Section 125 of the Internal Revenue Code. For employees waiving primary participation in a County-sponsored health plan, the County’s contribution will be deposited into the employee’s Flexible Spending Account or the employee only amount for the least expensive plan may be added to the employee’s compensation.
- c. Domestic Partner: An employee may elect to cover a Registered Domestic Partner or Non-registered domestic partner under the County’s health, dental or vision plans. To cover a Registered Domestic Partner, the employee must submit a copy of the State Registration Certificate to Employee Benefits. Any premium paid by the County on behalf of the Registered Domestic Partner or the Registered Domestic Partner’s dependent(s) will be considered taxable income for Federal taxes pursuant to the provisions of the Internal Revenue Code but will not be considered taxable income for State taxes, pursuant to the California Revenue and Taxation Code. To cover a Non-registered domestic partner or the non-registered domestic partner’s dependent(s), the employee must meet and agree to the specifications set forth on an “Affidavit for Enrollment of Domestic Partners.” The employee must submit the affidavit to the Employee Benefits Division of the Department of Human Resources. Any premium paid by the County on behalf of the domestic partner or the domestic partner’s dependent(s) shall be considered taxable income for Federal and State taxes to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code and the California Revenue and Taxation Code.
3. County Contribution Toward Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution toward the Flexible Benefits Plan (which includes health insurance). The employee’s insurance premium costs will be reduced by the amount the employee elects to distribute to 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:

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)  
**Effective January 1, 2013:**

		Approximate Annual
Employee Only	\$421.00	\$5,052.00
Employee + 1	\$627.00	\$7,524.00
Employee + 2 or More	\$899.00	\$10,788.00

**Effective January 1, 2014: 5% increase, plus an additional 2.5% increase toward achieving parity to the SW bargaining unit**

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

**Effective January 1, 2015: 5% increase, 7% Increase for Employee +1, 9% Increase for Employee +2 or More, plus an additional increase to achieve parity to the SW bargaining unit**

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

**Effective January 1, 2016: 5% increase**

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

**Effective January 1, 2017: 5% increase**

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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

4. Effective January 1, 2018, and each January 1, for the term of this Agreement, the flex contribution shall increase by 7% per year and meet or exceed the costs of employee + family for the 2 HMO- Kaiser and Anthem Select Plans. Edit June 7, 2017-
  
5. Effective Dates of Eligibility Under the Flexible Benefits Plan. The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first day of the month following month of hire provided that the employee has completed and returned all enrollment forms within the month of hire. If completed forms are not received by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms. All forms must be received in the Employee Benefits Division within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the month in which an employee last had paid service provided that the employee's portion of the health insurance premium is paid for such period.

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

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.

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

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

Employees may pay all premiums required for the entire six (6) month leave period in advance. In the event an employee who is on leave without pay does not pay premiums in advance of 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)

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

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.

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

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

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

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

- 7. 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. The County will arrange with the FSA Carrier to permit the employee to load FSA money onto a Debit Card provided the employee makes a written authorization.

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

### B. Life Insurance

The County's Flexible Benefit Plan shall include as a "Core" Benefit, Life Insurance for each eligible employee in the amount of ten thousand dollars

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

(\$10,000) for the employee and two thousand dollars (\$2,000) for each dependent.

C. Deferred Compensation- 457 and 401 (a)- edited June 7, 2017

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). The County shall match the employee's deferred contribution up to 5% of the employee's salary to a maximum of \$200 per pay period **month**

D. Professional Liability Insurance

The County will, in 2018, offer professional liability insurance in the Flex package of benefits at no new cost to the County.

Section 3. Health Plan Task Force- Current MOA

ARTICLE 10. PERSONNEL PRACTICES- edit June 21, 2017

Preamble- Investing in San Diego Families

1. Investing in San Diego Families

The Union and the County agree that the welfare of San Diego residents is a shared concern. The parties agree to use the collective bargaining process (when possible) to improve the capacity of bargaining unit employees to contribute to the welfare of San Diego residents.

The Union and the County agree that human services programs should be coordinated and proactive. The parties agree on achieving a vision in which San Diego County is a place in which all San Diegans truly thrive and have quality lives through a three-part program:

- Transforming the Safety Net into a **Safety Ladder** that helps people climb out of poverty and despair through full enrollment and funding for health care, mental health, nutrition, housing and jobs programs.
- Creation of a **Smart Justice** approach to public safety by moving from the ineffective justice system based on reactive punitive practices to a restorative system that funds and supports education, proactive engagement, restorative practices, mental health and drug treatment, rehabilitation and full reintegration into our communities.
- A Commitment to **Good Jobs and A Vibrant Economy**. San Diego County directly employs over 20,000 San Diegans and funds the employment of many more through sub-contracting, outsourcing, grants and other areas. The parties agree that all workers employed and/or funded through San Diego County will receive livable wages and have the health care, retirement and other benefits that ensure a vibrant and healthy economy.

During the term of this Agreement, the County shall provide staffing and training needed to improve delivery of services to San Diego residents without creating an unfair burden on the employees. The parties will meet and confer on staffing, *timelines for program development* and service delivery including in the following areas:

- Pre-trial services- fund and hire sufficient staffing to provide pretrial evaluations and assessments within 24 hours of arrest for every eligible person who is arrested and booked into County jail.

- Mental Health Services- reduce registry and agency costs and improve continuity of care by providing sufficient County staff to ensure adequate access for both emergency and ongoing mental health care for all San Diego families.
- Immigrant and Refugee Services - maximize the efficiency of the package of services available to immigrants and refugees such as creating a county office immigrant and refugee support services and expanding County Medical Services.
- Measure and maximize enrollment in Support Services *including but not limited to* (Medi-cal, Calfresh, Calworks) with a target of full enrollment by July of 2022. Increase staffing, provide additional training or make process changes to increase retention of eligible enrollees by minimizing unfair rejections and removals.
- Consistent with best practices in reducing recidivism and trauma, adopt an emphasis on restorative and rehabilitative approaches to criminal and juvenile justice, including increasing the size of the mental health staff to ensure that all justice-involved individuals have access to appropriate mental health support. And invest in restorative practices training for all justice-involved staff to ensure uniformity in approach.
- Maximize participation of critical services to our community by supporting eligibility expansion of state and federal service programs and support and expanded access to health care for all San Diegans.

## Section 1. Personnel Files

An employee, or a 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 his/her work performance or conduct if such statement is to be filed. No such statement shall be filed before all County appeal rights are exhausted. If such a statement is inadvertently filed before all County appeal rights are exhausted, the employee may request sealing of the applicable portions of

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

his/her file by the Civil Service Commission. The request for sealing may be made after a decision on the appeal has been rendered. All such statements on which filing is delayed pending completion of the County appeal process, shall be filed upon the rendering of a decision, if such decision upholds the statement or charges against the employee in whole or, if upheld in part, it shall be filed as amended.

The employee shall acknowledge reading such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to initial, the supervisor will sign, noting the refusal of the employee to initial.

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. The County shall not use, in future disciplinary processes, any material which is older than] one year. (clarify status of performance evaluations and COC)

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.

The employee shall have the right to respond to any document which shall be made a part of his/her permanent record- with a written statement of a reasonable length.

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.

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.

All departments shall follow Department of Human Resources Policy 1003 – Employee Performance Appraisals.

### Section 2. Dismissal During Probation

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

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

Section 3. Employees in the Food Services Unit

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

For employees in the Food Services Unit, management will provide a list to provide relief for sick leave and other personnel shortages in the Probation Department and the Health & Human Services Agency. Employees on this list will either have prior experience at the facility where they are relieving or other equivalent experience which would qualify them for working at the facility. The County will provide the Union with a monthly report of the hours of the relief list. In the event the County does not provide the monthly report or fails to maintain the relief list, affected full time and part time employees shall receive a short staffing differential of \$200 per month per employee effective the first of the month in which the County failed to meet the two conditions above.

### Section 4. Environmental Health Specialist I, II & III (add Supervisor)

Employees in Class 4721 – Environmental Health Specialist I (PR), Class 4722 – Environmental Health Specialist II (PR) and Class 4723 – Environmental Health Specialist III (PR) shall be granted the necessary time, up to eight (8) hours of County time, in which to take the exam for Registered Environmental Health Specialist.

### Section 5. Working Conditions and Workload Standards Committee – Social Work Supervisors Unit

It is agreed that the Union can establish a standing committee to review and monitor working conditions and workload standards directly impacting this unit.

This committee will include a maximum of three (3) employee representatives and may be convened at the request of the Union to meet with management to discuss unusual problems in physical working conditions or major changes in workload which are under study as the result of management review of Federal and State regulations and legislation prior to implementation whenever possible.

Both parties recognize that the Health and Human Services Agency is subject to many external influences and controls which generate or preclude changes under the authority of Agency management. Such issues as physical working conditions and operational circumstances may require consideration of management outside the Agency.

Management recognizes the need to actively communicate with the Union on matters pertaining to changes in working conditions and will utilize this committee to enhance this communication.

The committee will make recommendations to the Director of the Agency. The Director will accept or reject the recommendations and will respond to the committee in writing within a mutually agreed upon time.

### Section 6. Application of Seniority to Administrative Transfers – Social

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)  
Work Supervisors Unit

When employees in classes in the Social Work Supervisors Unit are to be administratively involuntarily transferred, ~~the application of seniority to said transfers will be discussed by the Health and Human Services Agency with the Union upon request.~~  
seniority will apply.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Section 7. Legal Representation-Current MOA

Section 8. Layoff Procedure-Current MOA

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ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Section 9. Safety- **Workplace Violence Prevention Standards**

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 his/her supervisor. The supervisor has the responsibility to investigate an allegation that a working condition is unsafe. The parties agree that the following procedure shall be utilized in promoting a safe work environment for all employees:

- A. All employees shall be entitled, through an appropriate forum, to participate in the development of safety programs.
- B. The County shall provide a list of all safety officers, their department, addresses, and phone numbers to the 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 if 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

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

receipt of a written report, the supervisor shall have the responsibility to remedy the situation or to seek an opinion from qualified personnel in the County whether an unsafe working condition exists. If a determination is made that an unsafe working condition exists, corrective action process shall be initiated as soon as possible.

- E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to his/her 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 and the Union agree to work together to implement Title 8 Section 3342 Workplace Violence Prevention in Health Care. The Union and County shall develop specific Workplace Violence Prevention Plans in the Departmental labor management committees in Section 10 of this Article. The County and the Union shall meet and confer between April 1, 2017 and March 31, 2018 to agree on Workplace Violence Prevention Plans for all classifications of caregivers covered by this requirement (HHSAs and Sheriffs)

Section 10. Labor Management Committees

B. Departmental Committees

1. Departmental Labor Management Committees will be established in the Departments of General Services, the Health and Human Services Agency, Public Works, Public Safety Group, Finance and General Government, Clerical unit and the Sheriff to be composed of a coordinator and four (4) employee representatives and one (1) staff representative from the Union, and five (5) representatives from the County. The Committee shall address issues concerning all departments employing employees covered by this Agreement.
2. The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee, may be discussed.

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

However, the Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.

3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the Committee Coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number may be called to the meeting, subject to their availability. The Union may elect to add reps for certain issues at any worksite with more than 50 bargaining unit employees if that worksite has not had previous representation.
4. The County shall institute in all LMC's a practice of providing a written response to an issue properly raised at an LMC within thirty calendar days of the discussion at the LMC.
5. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed two (2) hours per meeting.

### C. Departmental Ad Hoc Labor Management Committee

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

1. Such Ad Hoc committees shall each be composed of a coordinator and three (3) employee representatives and one (1) representative from the Union and four (4) representatives from the County.
2. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee, may be discussed. However, such Ad Hoc Labor Management Committee shall not have the authority to add to, amend, or modify this Memorandum of Agreement.
3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted mutually designated committee coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number maybe called to the meeting, subject to their availability.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

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

D. Labor Management Committee – Social Work Supervisors

1. A Labor Management Committee shall be established and shall be composed of three (3) employees from the Social Work Supervisors' bargaining unit and one (1) staff representative from the Union and four (4) representatives from Health and Human Services Agency. The committee shall review and monitor working conditions and workload standards directly impacting this unit.
2. The committee shall meet at least quarterly. In addition, upon the written request of either party, and upon mutual consent, a meeting may be scheduled to deal with issues that may arise within the Health and Human Services Agency.

Grievances and adverse actions shall not be discussed at such meetings. Matters related to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee may be discussed. However, the Labor Management Committee shall not have the authority to add to, amend or modify this Memorandum of Agreement.

3. During the term of this agreement, the subject of workload shall be a standing issue. Other issues to be discussed at said meetings shall be submitted to the committee coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed a reasonable number may be called to the meeting, subject to their availability.
  
4. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time not to exceed two (2) hours per meeting.

#### **Section 12 Subcontracting- discussion info request June 21, 2017**

During the term of this Agreement, the County has no present intent to privatize or subcontract any bargaining unit work. In the event the County desires to subcontract or privatize any bargaining unit work or renew contracts for services whose employees perform bargaining unit work, the County shall notify the Union at least ninety days in advance and bargain over the decision and the impact, upon request from the Union.

The Union and the County will review current bargaining unit work being performed by contract agencies and develop and agree upon a procedure to determine if the work could feasibly be performed by bargaining unit employees.

ARTICLE 11. GRIEVANCE PROCEDURE- July 20, 2017Current MOA plus add in LOU attached

ARTICLE 16. PROHIBITION OF JOB ACTION- Union Proposal

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

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