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

HEALTH SERVICES (HS) UNIT

JUNE 23, 2006 – JUNE 18, 2009

BOARD OF SUPERVISORS

District 1 - Greg Cox
District 2 - Dianne Jacob
District 3 - Pam Slater-Price
District 4 - Ron Roberts
District 5 - Bill Horn

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HEALTH SERVICES (HS) UNIT

JUNE 23, 2006 – JUNE 18, 2009

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 8:00 a.m. on June 23, 2006 through 5:00 p.m. on June 18, 2009 for those employees working in the Health Services Unit, subject to the provisions in Article 19, Implementation.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

Pursuant to the provisions of the Labor Relations Ordinance of the County of San Diego and applicable State Law, Service Employees International Union, Local 221, was certified for the Health Services unit on January 6, 1989 as the majority representative of County employees in the Health Services (HS) unit. The County of San Diego therefore recognizes the Service Employees International Union, Local 221, as the sole and exclusive representative for all classifications in this unit.

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

Section 2. Payroll Deduction and Union Dues

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. Such deductions from the pay of employees for whom the Union is the recognized representative shall be the exclusive privilege of the Union.

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, CA 92111, telephone (858) 560-0151. On the basis of the evaluations you make, the decision is yours."

Section 3. Maintenance of Membership

A. Employees who are members of the Union on the effective date of this Agreement, or who thereafter join the Union, shall as a condition of continued employment, maintain their membership in the Union for the term of this Agreement.

B. However, a member may terminate membership in the months of June by serving notice on the Union or with the Auditor and Controller of the County that the member desires to terminate his/her union membership and dues deduction.

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

Section 4. Union Access

A. Authorized Union representatives may 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 investigations regarding grievances 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 of the County. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate County representative at which time the authorized representative shall inform said County representative of the purpose of the visit. Union representatives shall either telephone the appropriate County representative responsible for the office or facility, or shall personally contact such County representative upon entering any work location under his or her supervision.

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 office of facility. If access is denied, the Union representative shall be informed when access will be made available. Such access shall normally be made available within twenty-four (24) hours after the time of the Union representative's request, unless otherwise mutually agreed to.

D. Representatives have the right to meet with employees during rest or meal periods or off duty hours at County facilities 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

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

A. Stewards

The Union may designate stewards to represent employees in the processing of grievances, appeals from disciplinary actions, performance rating appeals, appeals

resulting from denial of Worker's Compensation claims and other formal appeals, subject to the following rules and procedures:

1. The Union shall furnish the Labor Relations Office with a written list identifying by name and assigned work areas all regular and alternate stewards and the list shall be kept current by the Union.

2. The Union will designate as a steward only employees who have passed an initial probation period and have been designated as permanent.

3. Alternate stewards shall be recognized as regular stewards only when such regular steward is absent.

4. a. The Union shall be entitled to a steward in each work facility in the Agency or Departments where there are at least eight (8) employees in the Health Services Unit. Where there are more than twenty-five (25) employees, the Union shall be entitled to appoint one (1) additional steward per each additional twenty-five (25) employees or fraction thereof.

   b. The Department or Agency Head or designee may request to meet with the Union regarding the placement and the number of shop stewards in the department. The placement and number of stewards may be changed by mutual agreement between the Union and the Department Head or designee.

   c. Two (2) or more departments or work locations may be combined to equal the number of employees necessary to entitle the Union to stewards as provided in 4.a above.

5. The County shall not transfer nor change the work locations of a steward with the intent of altering the appointed list of designated Union stewards.

6. Limitation on Time Off. Stewards shall not be granted permission for time off from their work assignments for the purpose of conducting general Union business except for conducting or assisting in scheduled departmental orientations for new employees.

B. Handling Grievances

1. When requested by an employee, a steward may investigate any alleged grievance (violation of this Agreement) in his or her assigned area and assist in its preparation and presentation. The steward shall encourage the

employee to discuss a problem informally with his/her supervisor prior to filing a formal grievance or appeal.

2. After notifying and receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours (without loss of time) to investigate, prepare and present such grievances or appeals. The immediate supervisor will authorize the steward to leave his or her work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment.

3. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of this employee, advise him/her of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) work day, the time limits of the grievance procedure shall be extended for the length of the delay.

4. A steward's interview or discussion with an employee on County time will be handled expeditiously.

Section 6. Bulletin Boards

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

A. Union election materials and election results.

B. Union official business reports of the Executive Board or Committees, or Stewards' reports and notices.

C. Union news bulletins and meeting notices.

D. Union membership benefits, programs, promotional information.

E. Other written materials which have been approved for posting by the Department.

Section 7. Mail Stop

The County shall provide a mailbox for the Service Employees International Union, Local 221, at the County Mail Center located at 5201 Ruffin Road.

This mailbox shall be used only for mail:

1. Addressed to the Union from an officer or member of County management, the Board of Supervisors, or Civil Service Commission, or

2. Addressed to an officer or member of County management, the Board of Supervisors or Civil Service Commission from the Union, and

3. Which relates to the business with and of the County.

The Union shall not use the County mail service to correspond with a non-member, member, or Union representative. With respect to the U.S. Mail addressed to employees and delivered to a County mailing address, the County will make all reasonable efforts to assure that employees receive such mail.

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

Section 8. New Employees

1. The Health & Human Services Agency Personnel Office shall, on a monthly basis, provide the Union with a report of the names and other information covering new employees in this representation unit so that the Union representatives may contact the employees to inform them about the Union and this Agreement.

2. The Agency shall, during new employee formal orientation, provide notice to and permit a Union representative to make a presentation at this orientation during the lunch break to all interested new employees covered by this Agreement informing them about the Union and this Agreement. Local 221 shall be the only Union to have access to new bargaining unit employees on County premises during this orientation.

3. Each party shall bear the per unit cost of printing copies of MOAs for distribution by the respective party to management and employees.

ARTICLE 2. UNION RIGHTS (Cont'd)

Section 9. Employee's Appearance for the Union

The County shall grant a maximum of sixteen (16) hours time off per month without loss of compensation or other benefits to an employee representative of the Union when attending meetings of the Civil Service Commission, Labor Relations Office, Retirement Board or Board of Supervisors, or any other labor management meeting when the agenda for such meetings contains an item which directly affects the Union. Such release time shall be approved at least twenty-four (24) hours in advance by the Union and the Labor Relations Office. Such approval shall not be unreasonably withheld. No more than three (3) additional employee representatives will be granted similar time off for each appearance when they actually testify before the Civil Service Commission, Labor Relations Office, Retirement Board, the Board of Supervisors, or a scheduled meeting between the Union and the County.

Section 10. Unpaid Union Leave

One (1) employee 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.

Section 11. New Employee Orientation

Prior to the lunch break for new employees the County shall introduce Union Representatives to the new employees.

ARTICLE 3. NO DISCRIMINATION

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

ARTICLE 4. WAGES

Section 1. Wages

A. YEAR ONE: Fiscal Year 2006 – 2007

A three and one half percent (3.5%) increase effective June 23, 2006 as set forth in Appendix A.

B. YEAR TWO: Fiscal Year 2007 – 2008

A three percent (3%) increase effective June 22, 2007 as set forth in Appendix A.

C. YEAR THREE: Fiscal Year 2008 – 2009

A three and one half percent (3.5%) increase effective June 20, 2008 as set forth in Appendix A.

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

E. Quality First Program

A "Quality First" performance based team incentive plan in addition to regular wages set forth in the Memorandum of Agreement shall be instituted in County departments. The purpose of Quality First will be to ensure the achievement of quality service and customer satisfaction.

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

1. Fiscal Year 2006 - 2007: A Quality First Program adjustment for a temporary period of time up to a maximum of four percent (4.0%) of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.

2. Fiscal Year 2007 - 2008: A Quality First Program adjustment for a temporary period of time up to a maximum of

four percent (4.0%) of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.

3. Fiscal Year 2008 - 2009: A Quality First Program adjustment for a temporary period of time up to a maximum of four percent (4.0%) of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.

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

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

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

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

Employee Eligibility Criteria:

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

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

b. The employee must not have received a sub-standard performance evaluation or equivalent rating; and

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

Section 7.3 but shall not include written reprimands.

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

F. Direct Deposit of Payroll Warrants

All employees hired on or after July 1, 2001 must maintain valid arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor/Controller. All employees hired on or prior to June 30, 2001 who have not made arrangements for direct deposit of their paychecks via electronic transfer will be grandfathered.

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

Section 2. Step Plan

A. Employed before July 1, 1974

Employees as of June 30, 1974, having an appointment as a result of blanketing-in, suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least twenty-six (26) weeks at Step 1, 2, or 3, or for at least fifty-two (52) weeks at Step 4, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class. This provision shall apply as long as the employee has unbroken service, even though he/she may change classification.

B. Employed July 1, 1974 or subsequently

Employees employed on July 1, 1974 or subsequently, having an appointment as a result of suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least twenty-six (26) weeks at Step 1, or at least fifty-two (52) weeks at Step 2, 3, or 4, shall advance on the first day of the next

succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class.

C. Employees covered by this Agreement may not advance to the next higher step if, for the preceding performance rating period, the employee's overall performance was rated at a below standard level (i.e., unsatisfactory, improvement needed).

Employees may advance to the next higher step if, for the preceding performance rating period, the employees' overall performance was rated standard or higher.

An employee who has received a below standard rating shall receive, if requested by the employee, a supplemental appraisal midway through the employee's next appraisal cycle. Pursuant to Civil Service Rule 5, this supplemental appraisal shall be dated from the date of the previous rating period and will adjust the beginning date of the next appraisal. The administrative appeal process set forth in Civil Service Rule 5.1.6 shall be available to employees who have been rated below standard and thereby denied a step increase. If the employee receives a standard rating on the supplemental evaluation, he/she will receive his/her step increase effective the first day of the first pay period following such evaluation.

D. Variable Entry

The County has the right to:

1. determine which class(es), if any, shall be designated "variable entry";

2. implement such determinations as the County deems advisable.

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

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

B. Work Period

The standard work 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, 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.

C. Twenty-Four Hour Operations

Employees who report to work on shifts which begin in one calendar day 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.

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. Vacancies

In the event the qualifications of two (2) or more employees who wish reassignment to a vacancy are substantially equal and no significant differentiation can be made between their qualifications, the employee with the most overall County seniority shall be selected to fill the vacancy.

In filling any vacancy, the department shall fully consider all requests for reassignment made by a fully qualified employee prior to the hiring of new employees.

In order to provide quality patient care and/or meet operational requirements, management retains the discretion to fill vacancies and to make all assignments and administrative changes on the basis of employee qualifications without regard to seniority. This discretion will be exercised by management reasonably and in a non-punitive manner.

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, Section 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.

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, vacation, holiday, jury duty, reporting for a draft board, compensatory time off or 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:

Code "N" (FLSA covered)	–	Employees covered by FLSA are eligible for overtime at time and one-half cash or compensatory time off.
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 (4.5 hours).
Code "E" (FLSA Exempt)	–	Employees exempt from FLSA are eligible for overtime at straight cash or compensatory time off.

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

The decision to pay for overtime worked in cash or compensatory time off shall be at the discretion of the appointing authority.

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) hours of non-FLSA compensatory time at the beginning a biweekly pay period. Balances which exceed forty (40) hours of non-FLSA compensatory time will automatically be reduced to forty (40) hours.

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

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

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

An employee, who has reached eighty (80%) of the maximum accrual limit of compensatory time off, may request the appointing authority to pay off a specified amount of FLSA ("N" coded) compensatory time which was earned and credited while actually working in an overtime status. When pay off is approved by 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 in accordance with Article 10, Section 4.I "Cash in Lieu of Compensatory Time Off", earned after April 15, 1986, in an FLSA-covered status. Such compensation shall not exceed one hundred twenty (120) FLSA hours or forty (40) non-FLSA hours.

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

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

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

Section 3. Call-Back Work

A. Call-Back Defined

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. 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.

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 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.

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. Services Performed 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 premiums shall not be applicable.

Section 4. Standby Duty Compensation

A. Standby Duty Defined

Standby duty means than 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

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

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 accord with Section 4.C hereof.

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) 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. Night Shift Differential

A. Employees shall be entitled to second (night) shift differential. Such second shift differential shall be 55 cents ($0.55) 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 55 cents ($0.55) per hour, in addition to the hourly rate of pay prescribed for the employee's classification. Third shift differential shall be paid to an employee who is assigned to an established third (graveyard) shift where more than half of the hours of such shift occur between 5:00 p.m. and 8:00 a.m.

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

Section 8. Temporary Assignment Compensation

Upon written request of an appointing authority, prior to assignment (or in an emergency within five (5) working days thereafter), the Director, Department of Human Resources, may approve a temporary advancement of a qualified employee 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 the incumbent is absent therefrom. The assignment must be for over three (3) weeks but not over twenty-six (26) weeks. Employees on temporary assignments, after three (3) weeks, will be compensated from the first day of appointment. 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 such assignment shall be paid terminal benefits at the rate appropriate to such employee's current class.

Section 9. 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 Director, 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) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). 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) biweekly; twenty-five cents ($0.25) 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 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.

Employees in positions designated as bilingual on or before June 28, 1979, shall continue to receive Class A bilingual premium while in that specific position. Employees assigned to positions June 29, 1979, or after shall receive either Class A or Class B bilingual premium, as appropriate.

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

Section 10. Acting Charge Nurse Premium

Eligible employees at Edgemoor and the Psychiatric Security Unit at the Jail shall be paid approximately four percent (4%) while acting as Charge Nurse on a shift in the absence of a Head Nurse. Such higher rate of compensation shall be paid only for those hours worked under such assignment.

Eligible Classes:

4625 – Licensed Vocational Nurse
4618 – Psychiatric Technician

Section 11. Work Location Premium

Jail Institutional/Detention Facility Work Locations

Employees in classifications designated below whose principal assignments are to jail institutional/detention facility work locations specifically designated below shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Eligible Classes:

4618 – Psychiatric Technician

Designated Detention Facility Work Locations:

George F. Bailey Detention Facility
San Diego Central Jail
Vista Detention Facility
Las Colinas Detention Facility

South Bay Detention Facility
Descanso Detention Facility
Psychiatric Security Unit (San Diego Central Jail, George F. Bailey Detention Facility & Las Colinas Detention Facility)
East Mesa Detention Facility

Rural Detention Locations

Employees in classifications designated below whose principal assignment are to rural detention/institutional work locations specifically designated below shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Eligible Class:

4625 – Licensed Vocational Nurse

Rural Detention Locations:

Camp Barrett
Juvenile Ranch Facility
Descanso Detention Facility

Juvenile Detention Facilities

Employees in classes designated below whose principal assignment is to East Mesa Juvenile Detention Facility or Kearny Mesa Juvenile Detention Facility shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Eligible Classes:

4618 – Psychiatric Technician
4625 – Licensed Vocational Nurse

Section 12. Positions in Medical and Detention Facility Locations

An employee in classes listed below 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:

Inpatients 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
- North Inland Outpatient Clinic
- Southeast Region Outpatient Clinic
- Camp Barrett
- Juvenile Ranch Facility

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

Eligible Classes:

3049 – Medical Records Technician
3055 – Senior Medical Records Technician
4260 – Pharmacy Technician

Section 13. San Diego County Psychiatric Hospital

Employees in classifications designated below whose principal assignment is to the San Diego County Psychiatric Hospital shall receive additional compensation at a rate approximately ten percent (10%) above their regular base rate for such assignment.

Eligible Classes:

4618 – Psychiatric Technician
4625 – Licensed Vocational Nurse

Section 14. Psychiatric Hospital Location Premium

Employees in classifications designated below whose principal assignment is to the Psychiatric Hospital 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:

4406 – Recreation Therapy Aide
4839 – Mental Health Aide
4910 – Community Living Aide

ARTICLE 6. PAID LEAVES

Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

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

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

A. Floating Holiday Bucket

In lieu of Admissions Day and the Employee's Birthday Holiday, all employees who have paid service in Payroll 02, shall be entitled to one-fifth (1/5) the employee's regularly scheduled biweekly hours, not to exceed sixteen (16) hours of floating holiday time. This time may be taken beginning in Payroll 03 at a time agreeable to both employee and the appointing authority.

An employee may accumulate a maximum balance of twenty-four (24) hours of floating holiday time. Any balance that exceeds twenty-four (24) hours will automatically be reduced to the 24-hour maximum accrual limit.

These holidays are not subject to terminal pay.

B. Eligibility for Holidays

Only employees paid at a biweekly rate are entitled to paid holidays. Employees who are on paid status the entire work day before as well as the entire work day after a holiday shall receive compensation for eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

C. Compensation for Holidays Worked

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

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

3. For working on a holiday, those employees in a class not designated pursuant to paragraph 1 shall earn compensatory time off equivalent to the

number of hours actually worked but not to exceed one-tenth (1/10) the number of hours in that employee's normal biweekly pay period.

D. Holiday Occurring on a Scheduled Day Off

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

E. Holiday Compensation - Twenty-Four Hour Operations

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

Instead, the employees, who are assigned to work shifts on December 25 and January 1, will receive holiday compensation pursuant to Section 1.C.1 and 2.C.2 above on those dates. For employees who do not work on December 25 and January 1 because these holidays fall on the employee's regularly scheduled day off, these employees shall not be covered by Article 6, Section 1.D, but will receive the equivalent of one-tenth (1/10) the number of regularly scheduled hours in the employee's biweekly pay period.

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

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

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

An employee's vacation earned becomes available for use as it is accrued, and may be used in the payroll period following the payroll period in which it was earned. However, no vacation credits shall be eligible for terminal payment until the

employee has completed a minimum of one year (twelve (12) months) of continuous paid service in his/her current employment except when the separation is because of layoff.

B. Earnings

Eligible employees earn vacation credit as follows:

Years of Continuous Service During Present Employment	Vacation Credit For Each Hour of Regularly Scheduled Paid Service	Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Less than 5	Exact decimal equivalents are set forth in Compensation Ordinance Section 4.2.1	80 hrs./10 work days
5 to 15		120 hrs./15 work days
15 or more		160 hrs./20 work days

The rate of earned vacation shall be changed at the beginning of the pay period following entitlement to such change. Vacation credit is accrued and may be used in tenths of hours.

When an employee is reinstated after layoff or disability retirement, the continuous service date held immediately prior to the layoff or disability shall be used for vacation computation.

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

C. Granting Requests, Schedules

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

The appointing authority shall endeavor to respond as soon as possible to an employee's written request for vacation but not later than thirty (30) days from the date the request is submitted.

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

D. Maximum Allowable Accumulation

Effective January 10, 2002:

1. The balance of an employee's vacation credits of record (including vacation earned but not credited); hereinafter "accumulation" shall not exceed an amount equal to twice the annualized current vacation earnings rate of the employee. This is the employee's "Maximum Balance."

2. In any payroll period, an employee shall earn vacation equal to the lesser of:

   a. The amount specified in Section 2.B. above; or

   b. The amount of earnings necessary which, when added to the employee's existing accumulation, will cause the accumulation to equal the employee's Maximum Balance.

3. If, at the end of any payroll period, an employee's accumulation equals or exceeds the employee's Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.

4. The County shall provide one-time notification to employees who have reached eighty percent (80%) of their Maximum Balance. Employees who subsequently reduce their balance below eighty percent (80%) will be notified again on a one-time basis upon reaching eighty percent (80%) of their Maximum Balance.

E. Vacation Credit Paydown

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

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

2. The employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance; and

3. The employee has used one-half (50%) of his/her authorized annualized vacation accrual for the period inclusive of Payroll 07 of the previous fiscal year and Payroll 06 of the current fiscal year; and

4. The employee has requested, and been denied, use of vacation prior to reaching his/her Maximum Balance.

5. The paydown shall be limited to an amount which will leave a remaining balance of no less than seventy-five percent (75%) of the Maximum Balance.

6. When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

F. Extraordinary Work Load Exception

Notwithstanding Section 2.E.3. above, an employee who is assigned to a major project or significant workload for which the project or work related activities extends over twelve (12) continuous months or more and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section 2.E above.

G. Vacation Credits at Separation from County Service

At the time an employee is separated from the County service, the monetary value of all vacation entitlement shall be paid. An employee retiring from County service may be granted a terminal vacation in lieu of being paid its monetary value. An employee on terminal vacation shall not earn any vacation credit.

When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

Vacation Credits

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

H. Injury Leave Exception

Notwithstanding Section 2.E.3 above, an employee who is on injury leave as defined in Section 5 below for a period of six (6) months or more within the last twelve (12)

month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash pay payment as described in Section 2.E above.

★ I **Anti-Terrorist Campaigns Leave Exceptions**

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

Section 3. Bereavement Leave

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

A. Eligibility

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

B. Amount of Leave

Bereavement leave shall not exceed three (3) workdays for the death of a member of the employee's immediate family. Also, an employee shall be entitled to use two (2) days of sick leave as bereavement leave.

C. Immediate Family

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

Section 4. Sick Leave

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

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

★ Letter of Understanding signed on November 6, 2006

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

D. Use of Sick Leave

Sick leave is available the first day of the pay period following the pay period in which it was earned, and is taken in units of one-tenth (1/10) 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 verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

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

F. Compensation for Unused Sick Leave

1. Employees who enter County service after July 1, 1979, shall not be eligible for compensation for any of their unused sick leave credits.

2. An employee with ten (10) or more years of continuous service during that employee's present employment who retires, voluntarily terminates, dies, discontinues earning sick leave credits by reason of that employee changing from being paid at a biweekly rate, is elected to County Office, or is laid off, shall be paid twenty-five percent (25%) of that employee's accumulated sick leave credits. An employee who received such compensation shall have no right to restoration of any sick leave credit upon return to County service.

3. 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 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.

Section 5. Injury Leave

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

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

A. Ineligibility

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

1. Failure to use or wear prescribed safety or personal protective equipment;

2. Failure to follow safety rules and regulations;

3. Where the employee's gross negligence or willful misconduct is a proximate cause of the injury;

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.

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

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

J. Light Duty

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

Section 6. Court Leave (Jury Duty)

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

A. Eligibility

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

B. Court Leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, and Justice Courts located within San Diego County or within the employee's county of residence.

2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.

Section 7. Educational Release Time

Release Time for Educational Purposes

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

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

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

Section 8. Military Leave

A. General Provisions

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

B. Review and Approval

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

C. Request for Military Leave

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

Section 9. Appeal of Disputes: Paid Leaves

Unless otherwise specifically provided for in this Article, any disputes which arise concerning the application or interpretation of the paid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

Section 10. Administrative Leave

A. Definition

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

B. Eligibility

Biweekly rate employees shall be eligible to receive administrative leave.

C. Conditions

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

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee himself or herself, and that such circumstances are sufficiently unclear to make a final determination without an investigation of whether the employee contributed or may contribute to such harm.

2. The removal of employee from the County work site is essential to ensure the conduct of a full, fair and complete investigation of such emergency or extraordinary circumstances.

D. Ineligibility

Notwithstanding Section 10.B and C above, the employee shall not be eligible to be placed on administrative leave if:

1. The appointing authority is able to avert the occurrence of the circumstances specified under Section 10.C.1 or C.2 above, by reassigning the employee to other duties or to a different work site within the department; or,

2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or,

3. The emergency or extraordinary circumstances, referenced under Section 10.C above, are, as a result of the Skelly conference, sufficiently clear to indicate that the employee's conduct has caused such circumstances and that such conduct constitutes grounds for immediate suspension or termination pursuant to Rule VII of the County of San Diego Civil Service Rules.

E. Procedures

1. The appointing authority shall provide the employee written notice of the administrative leave, its effective date and duration, and the reasons for placing the employee on such leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

2. The appointing authority shall commence an investigation of the emergency or extraordinary circumstances not later than one (1) working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.

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

F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under subsection (C) above. Administrative leave may be extended for up to an additional twenty (20) working days if more time is needed to complete the investigation, subject to the approval of the Director. When leave is extended for an additional twenty (20) working days, the Skelly conference shall be conducted prior to the expiration of the leave except in cases of criminal investigations. In cases of criminal investigations by law enforcement agencies or pending Skelly conferences, further leave may be extended upon approval of the Director. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's absence from the County work site is no longer essential.

3. At the end of the ten (10) day period of authorized administrative leave, or thirty (30) day period if extended, the employee shall return to duty, unless:

   a. Other forms of authorized leave are approved by the appointing authority; or

   b. A final order of suspension or termination against the employee has been implemented.

Section 11. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one or more employees to another employee, on an hour-for-hour basis, in accordance with departmental policies upon the request of both the receiving employee and the transferring employee and upon approval of the employee's appointing authority, under the following conditions:

A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse, registered domestic partner, a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" submitted to employee benefits, parent, or child, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave and is therefore facing financial hardship.

B. The transfers must be a minimum of four (4) hours per transaction and in whole hour increments thereafter.

C. Transfers shall be allowed to cross departmental lines in accordance with policies of the receiving department.

D. The total maximum leave credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand forty (1,040) hours. Total leave credits in excess of one thousand forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.

E. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.

F. Leave credits that may be transferred under this program are defined as the transferring employee's vacation credits or up to twenty-four (24) hours of sick leave per fiscal year.

G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller, and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority, and the receiving employee's appointing authority (in the case of interdepartmental transfer) will be provided for on such form.

H. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

ARTICLE 7. UNPAID LEAVES

Section 1. Leave of Absence Without Pay

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

A. Leave Without Pay with Right to Return

If leave without pay with right to return is granted, after such leave the employee shall be entitled to return to the same class in the same department as was occupied at the commencement of the leave.

At the discretion of the appointing authority, an employee may be granted:

1. Leave without pay for a maximum of sixty (60) work days.

2. Leave without pay to accept a temporary appointment (includes provisional appointments) to a classified or unclassified position in a County department. Such leaves shall be for a maximum of twenty-six (26) biweekly pay periods.

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

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

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

4. Leave without pay for good cause, other than illness, up to twenty-six (26) biweekly pay periods. Good cause includes leave requested for union activity. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.

B. Leave Without Pay Without Right of Return

If leave without pay without right of return is granted, after such leave, the employee shall have no entitlement to return to the same class in the same department as he/she occupied at the commencement of the leave. The Director, Department of Human Resources, may, with proper justification, grant a leave without pay without right to return for a maximum of twenty-six (26) biweekly pay periods.

An employee granted leave without pay pursuant to this provision, if not offered an opportunity to return to the same class of position in the same department at the expiration of such leave, shall be provided additional leave until a position in his/her class and department is made available to him/her, and provided further that such additional leave shall not exceed twenty-six (26) biweekly pay periods. Any

employee who is not returned to County employment at the expiration of the initial leave without pay and who is not returned to County employment within the next succeeding twenty-six (26) biweekly pay periods shall be deemed to be absent without leave.

C. Leave Without Pay - Staff to Elected Official

The Director, Department of Human Resources, may grant a leave without pay to a classified employee for an indefinite period of time to accept an unclassified position as staff to an elected official. This leave may be either with or without the right of return.

D. Cancellation of Leave Without Pay

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

E. Denial of Leave

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

Section 2. Voluntary Furlough

A. Short Term

Notwithstanding any other provisions of this Article, the appointing authority, on approval of the Chief Administrative Officer, for good cause may grant a permanent or probationary employee a voluntary leave of absence without pay with right of return to the same position subject to the following conditions:

1. Leave must be taken in increments of one full regular workday for the eligible employee (e.g., 8, 9, 10, or 12 hours).

2. Such leave shall be available only during a period or periods of time designated by the Board of Supervisors as times of economic hardship.

3. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one regular pay period for the eligible employee.

4. Credits toward paid leave and holiday eligibility shall accrue as though the employee were on paid status.

5. Time on this special unpaid leave shall apply toward time in service for completion of probation and toward seniority for purposes of layoff.

6. Such leave is available only to employees who are on paid status the entire day before as well as the entire day after the work furlough days.

7. Employees on other leave without pay shall not be eligible for work furlough.

B. Long Term

Upon determination by the appointing authority that work force reductions may be necessary in the department, the appointing authority, with the approval of the Director, Department of Human Resources, may grant a corresponding number of permanent employees leave without pay with right of return to the same class in the same Service/division in the department in which the leave was granted for up to twenty-six (26) biweekly pay periods subject to the following conditions:

1. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who has fewer layoff points. In the event that there is no vacancy, and no employee in the same class with fewer layoff rating points, an additional leave of up to twenty-six (26) biweekly pay periods shall be granted during which the employee, if still physically fit, may fill the first vacancy which occurs in the same class.

2. The employee who is granted this type of leave shall continue to accrue seniority for purposes of calculating layoff rating points in the same manner as if on paid leave.

3. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.

4. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.

5. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave, but that the employee may continue such coverage at his/her own expense.

Section 3. Family Medical Leave

A. Definition

Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3,

107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

B. Eligibility

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

C. Conditions

1. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.

2. The requested leave will be counted against the employee's annual FMLA and California Family Rights Act ("CFRA") entitlement as well. This notice shall refer to the leave as "FML".

3. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member ★ **or registered domestic partner (a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a State "Certificate of Registered Domestic Partnership" submitted to employee benefits)**,, they must provide medical certification on the form entitled "Certification of Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.

4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.

5. The County will continue to make its regular contributions toward insurance premiums for up to twelve (12) weeks of FML in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during FML. During FML unpaid leave, these payments must be made by check or money order to the County's Employee Benefits Division twice monthly. Premium payments may be made in advance or the County will recover these payments from the employee upon their return to work.

★ Letter of Understanding signed on July 27, 2007

ARTICLE 7. UNPAID LEAVES (Cont'd)

6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.12.

7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid leave, they may not be entitled to return to their previous position.

8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12.

Section 4. Appeal of Disputes: Unpaid Leaves

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

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1. License Reimbursement

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

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

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

A. The County agrees to supply all protective clothing, protective equipment (including back belts) 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 Safety Committee and, if still unresolved, submitted to the grievance procedure.

B. Initial Issue

Eligible employees in the classifications listed under Section 2.C "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 allowance toward the purchase of required uniforms in the amount as provided in Section 2.C below.

C. Uniform Allowance

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 an eligible class in Payroll 04 of that year.

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:

% of Required Service in Paid Status	Allowance	
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:

Class No.	Title	Three Thirds (3/3)
4615	Nurses Assistant	$300
4618	Psychiatric Technician	$300
4625	Licensed Vocational Nurse	$300
4626	Sheriff's Detentions Licensed Vocational Nurse	$300

D. Hard-Toe Shoes / Non-Slip Safety Shoes

Employees in the following classifications shall be reimbursed one hundred dollars ($100) upon proof of purchase of departmental-approved hard-toe shoes or non-slip safety shoes. Employees may accrue up to three (3) years' worth of reimbursement for the purchase of safety footwear. Employees who do not spend one hundred dollars ($100) in the previous fiscal year shall have up to two hundred dollars ($200) available in the second year. Employees who do not spend one hundred dollars ($100) in each of the two (2) previous fiscal years shall have up to three hundred dollars ($300) 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.

Work Location:	Hard-Toe Shoe Eligible Class:
Jail Pharmacies	4260 – Pharmacy Technician
	Non-Slip Safety Shoe Eligible Class:
	4318 – Histology Technician

Section 3. Private Mileage and Use of County Cars

A. Private Mileage

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

2. Rationing. In the event a gasoline rationing/allotment program is mandated, the County will not require an employee to use his or her personal allocation for County business.

3. Rate of Reimbursement. Employees who use their personal vehicle for County business shall be reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.

4. Reimbursement to County for Use of County Vehicle. This provision reinforces County policy that a County vehicle shall not be used for personal business.

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

   Such reimbursement shall be:

   a. Calculated by multiplying the number of round-trip miles between the employee's headquarters and home by the rate in Section 3.A.3 above multiplied by the number of days the employee worked in a pay period.

   b. Deducted from the employee's biweekly warrant, and

   c. Waived only upon written authorization from the Chief Administrative Officer.

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

B. Use of County Cars

1. Certification. See Section 3.A.1.

2. The County may require an employee to use a County vehicle when the employee drives on County business.

C. Reimbursement Schedule for Travel Outside San Diego County

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

Section 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. Handicapped
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:

1. Up to sixty-five dollars ($65) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage), or County Transit System bus pass, or North County Transit District "Coaster Plus Pass", or "Coaster 10-Trip Tickets", or similar monthly pass. Employees are eligible to participate in the Transit Pass Program 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) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or

3. Twenty-five dollars ($25) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program through SANDAG at the below locations.

Applicable locations for 2. and 3. above: San Diego Courthouse, Hall of Justice, Jail, 1027 10th St., Ash Street Facility, Center City Building, the Beech Street Office, the Wells Fargo Building and 1350 Front Street. Eligibility for 2. and 3. above is to be determined through certification by the appointing authority that the employee has incurred either, a) parking expense of at least fifty dollars ($50); or b) expense as a participant in the County Ride-Sharing Program through SANDAG of at least twenty-five dollars ($25) per month, subject to the rules and regulations of the Auditor and Controller. The administration of the sale to employees of discounted transit passes shall be subject to the rules and regulations of the Auditor and Controller.

Section 5. Employee Occupied County-Owned Residences

The parties agree to the provisions of the Board of Supervisors Policy G-14 on EMPLOYEE OCCUPIED COUNTY-OWNED RESIDENCES as adopted by the Board of Supervisors on May 1, 1990 (20).

Section 6. Meals in County Facilities

Charges to employees for meals furnished by County departments, except where employees are provided free meals while on duty, shall be:

$2.10 per meal when purchased individually.
$2.00 per meal when purchased in books of ten.

Sheriff's Department:

Only those employees who are assigned to work within the jail shall be able to obtain meals within the jail in order to maintain the security of this locked facility.

Section 7. Repayment of Specialized Training Expenses

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

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

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

C. Training costs shall be calculated to include:

1. Travel expenses
2. Meals and lodging expenses
3. Registration or tuition expenses
4. Books and other related materials expenses

D. At the request of the Appointing Authority, the Chief Financial Officer may consider a reduction of, or a complete release from, the employee's obligation if extreme hardship can be demonstrated in writing.

E. Specialized training is determined by the Appointing Authority, and generally does not include conferences or training that is required for performing the basic functions and duties of employee's classification.

F. Further, this provision shall not apply to training with no net cost to the County by virtue of being covered by an offsetting grant or other reimbursement.

ARTICLE 9. EMPLOYEE BENEFITS

Section 1. Retirement

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

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.

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

A. Retirement Offset

1. 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 seven percent (7%) 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 seven percent (7%), the employee shall not be credited with the difference.

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

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) hereinabove, the County has the right to:

i. determine which classification(s), if any, shall be exempted from this provision;

ii. implement such determinations as the County deems advisable.

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.

C. Thirty-year (30) Employees: The County shall provide a payment of one-thousand dollars ($1,000) once annually to employees who have no contribution to the retirement fund. To be eligible for this payment, the employee must have attained thirty (30) years of qualifying retirement service credit in accordance with the law, rules and regulations governing such credit on the last day of Payroll 02. Such one-time payment shall be made on the payday for Payroll 04.

Section 2. Insurance/Flexible Benefit 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 (40 hours or more in an 80-hour biweekly pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits.

A. Flexible Benefits Plan

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

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

"Core" Benefits:

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

Optional Benefits:

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

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

2. Coverage.

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 active employment.

c. Proof of Coverage: Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the County's health insurance plans. This election may only be made during the County's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. For employees waiving primary participation in a County-sponsored health plan, the County's contribution will be deposited into the employee's Flexible Spending Account.

d. Domestic Partner: An employee may elect to cover a Registered Domestic Partner or Non-registered domestic partner under the County's health, dental or vision plans. To cover a Registered

Domestic Partner, the employee must submit a copy of the State Registration Certificate to Employee Benefits. Any premium paid by the County on behalf of the Registered Domestic Partner or the Registered Domestic Partner's dependent(s) will be considered taxable income for Federal taxes pursuant to the provisions of the Internal Revenue Code but will not be considered taxable income for State taxes, pursuant to the California Revenue and Taxation Code. To cover a Non-registered domestic partner or the non-registered domestic partner's dependent(s), the employee must meet and agree to the specifications set forth on an "Affidavit for Enrollment of Domestic Partners." The employee must submit the affidavit to the Employee Benefits Division of the Department of Human Resources. Any premium paid by the County on behalf of the domestic partner or the domestic partner's dependent(s) shall be considered taxable income for Federal and State taxes to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code and the California Revenue and Taxation Code.

3. County Contribution Toward Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution toward the Flexible Benefits Plan (which includes health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to 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:

Rates Effective Through September 30, 2006:

	Per Month	Approximate Annual
Employee Only	$260.00	$3,120.00
Employee + 1	$387.00	$4,644.00
Employee + 2 or More	$555.00	$6,660.00

Effective October 1, 2006:

	Per Month	Approximate Annual
Employee Only	$286.00	$3,432.00
Employee + 1	$426.00	$5,112.00
Employee + 2 or More	$611.00	$7,332.00

Effective January 1, 2008:

	Per Month	Approximate Annual
Employee Only	$315.00	$3,780.00
Employee + 1	$469.00	$5,628.00
Employee + 2 or More	$672.00	$8,064.00

Effective January 1, 2009:

	Per Month	Approximate Annual
Employee Only	$347.00	$4,164.00
Employee + 1	$516.00	$6,192.00
Employee + 2 or More	$739.00	$8,868.00

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

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

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

5. Employee 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 the end of the month, the coverage shall be discontinued. Such employees shall be entitled to re-apply upon return to work subject to medical insurability acceptable to the insurance provider.

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

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

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

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

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

C. Deferred Compensation

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

Section 3. Retiree Health

The County and the Union agree to establish a VEBA or Retirement Medical Trust by January 1, 2007, or as soon as possible thereafter.

ARTICLE 10. PERSONNEL PRACTICES

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 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. Any employee shall have the right to rebut in writing any material placed in his/her personnel file and such rebuttal shall be added to the file.

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

All correspondence of commendation shall be entered as a permanent part of an employee's personnel file, except where they are shown to be frivolous. In that case, they shall be returned to the employee.

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

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

Section 2. 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. Legal Representation

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

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

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

Section 4. Layoff Procedure

A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this procedure.

B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Chief Administrative Officer may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Chief Administrative Officer has authorized the layoff. Prior to such layoff, the appointing authority shall provide the Union with notice and, upon request, shall meet on the impact of the layoff with the Union to discuss this matter and alternatives to such layoff.

2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

C. Notice of Layoff

1. Department of Human Resources Notice to Department and to Union. Prior to the occurrence of a layoff, the Director, shall provide written notice to the Union when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.

2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. The notice shall contain the following information:

a. The effective date of layoff;

b. The seniority rating of the employee computed by the Director;

c. The seniority ranking of the employee on the layoff list for the particular class involved in the layoff;

d. The total number of layoffs for the particular class;

e. A statement of the computation of seniority ratings and rankings;

f. A copy of the complete layoff list compiled by the Director showing the seniority rating for each employee on the layoff list;

g. A statement that the employee has the opportunity to contact the Director or designated representative no later than five (5) business days after receipt of the Notice of Layoff to inspect the records relating to the computation of the layoff list including the employee's seniority rating and ranking, and to meet with the Director or designated representative regarding any corrections related to such list, rating, or ranking. The employee shall be informed that failure to contact or meet with the Director or designated representative within the prescribed period will be deemed a waiver of any objections that might have been raised regarding the list, rating, or ranking;

h. A statement that the layoff will be effective on the date indicated unless the appointing authority advises the employee in writing otherwise prior to the effective date and time set forth on the notice;

i. A copy of provisions of Rule XIV of the Rules pertaining to layoff.

D. Approval and Service of Notice

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

E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the department shall be in the following order (the appointing authority may lay off a volunteer for layoff at any point in this order):

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.

2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.

3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.

4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

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

F. Seniority

Seniority is the employee's total hours of continuous County service. All service of a blanketed-in employee shall, for the period prior to classification to the position, be credited for seniority purposes whether or not it was continuous. All seniority is lost upon resignation or dismissal. Any employee who has gained permanent status and is laid off, shall, if reinstated, regain his/her seniority credit possessed at the time he/she was laid off.

G. Calculation of Layoff Rating

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

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

2. Standard layoff rating. One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in paragraph (1) above.

3. Formula for combining historical and standard layoff ratings. Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standards ratings:

Total historical ratings:_____Hours
Plus: standard rating:_____Hours
Total:_____Hours/Points

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

H. Demotion in Lieu of Layoff

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

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

I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees

shall be on the reinstatement list for three (3) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal. In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal to or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which he/she is eligible for such reinstatement, subject to the following:

1. A new probationary period shall not be required of an employee reinstated to a department from which he/she was laid off.

2. A new probationary period shall be required of an employee reinstated to a different department than that from which he/she was laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond three (3) years from the date of placement on it.

3. A reinstated employee will regain his/her seniority credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee was paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

Section 5. Safety Committee

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

E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to 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.

Section 6. Performance Evaluations

Upon issuance of the employee performance evaluation by the immediate supervisor and upon discussion with the employee, the employee shall have five (5) work days in which to consider the performance evaluation before signing it. During this period the employee may consult with the Union and/or prepare a written statement to be included with the performance evaluation. The employee shall be entitled to a photocopy of the evaluation at the time of signing.

Should an employee feel that an evaluation is unjust or incorrect, said employee may appeal at the department level and shall have the right to representation at any meeting or hearing held. An unbiased hearing officer shall be appointed from within the Department and, absent the consent of the employee, shall be outside of the line of authority.
When a change is made in a performance evaluation, a new evaluation form with all changes incorporated shall be prepared and forwarded in place of the original.

All departments shall follow DHR Policy 1003.

Section 7. Smoking

The administration and regulation of smoking in County facilities shall be in accordance with the amended Ordinance (New Series), County of San Diego Administrative Manual/Board of Supervisors Policy as adopted by the Board of Supervisors and administered by the Chief Administrative Officer.

Section 8. Drug and Alcohol Use Policy

The County and the Union agree on all negotiable provisions of the DRUG AND ALCOHOL USE POLICY. This Policy is implemented by inclusion in the County's DRUG AND ALCOHOL USE POLICY (which this policy is a part thereof) through appropriate approvals and adoption by the Board of Supervisors. The Chief Administrative Officer shall administer the Policy. Copies of this Policy and the "Support by Employee Organizations" Agreement shall be printed and distributed to all new employees covered by this Memorandum of Agreement.

Section 9. Labor Management Committees

A. Departmental Committee

1. The parties agree to establish a departmental Labor Management Committee 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 Health Services Unit employees.

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. 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.

B. Facility Committee

1. The parties agree to establish four (4) Facility Labor Management committees: Edgemoor, Loma Portal and San Diego Psychiatric Hospital and Polinsky. Each committee is to be composed of a coordinator and two (2) employee representatives and one staff representative from the Union and (3) representatives from the County.

2. Each facility committee shall meet at least every other month.

3. In addition, a facility meeting may be called at the written request of either party, and upon mutual consent, to deal with issues that may arise in other facilities in the Health & Human Services Agency and the Sheriff's Department.

4. 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 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.

5. 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.

6. Meetings: The Labor Management Committee shall be authorized to meet on County premises and on County time, not to exceed one (1) hour per meeting.

Section 10. Employee Recognition Program

Employee Recognition Programs may be instituted in County departments. The purpose of such programs will be to recognize exemplary employees and improve public service through enhanced motivation. The establishment, disestablishment, administration and regulation of all employee recognition programs shall be at the discretion of the Chief Administrative Officer. Such programs as are established shall not be subject to appeal under the Grievance Procedure of this Agreement.

Section 11. Alternate Work Schedule Changes

If an employee's alternate work schedule is changed to address performance issues, the employee will be given the reason(s) for the change. The employee will also be given goals to achieve and a time line for resuming their alternate schedule.

Section 12. Protective Policy

A. This Policy shall only apply to employees employed by the Health & Human Services Agency, the Department of Housing and Investigators of the Public Defender and Alternate Public Defender.

B. When an employee is personally threatened by an individual(s) related to a case due to job-related reasons, the employee may request that the Agency or Department conduct a prompt investigation to determine whether any one or more of the following actions would be appropriate:

1. Case re-assignment;

2. Temporary transfer to other duties, if available;

3. Other actions as appropriate.

4. If the investigation shows that the personal threat interferes with the employee's performance of his/her job duties, the Agency or Department may recommend that the County file injunctive Court action against the threatening individuals(s) in conformance with Code of Civil Procedure Section 527.6 prohibiting harassment.

C. When an employee believes that he/she is working with a potentially dangerous person, the employee must notify his/her supervisor of such a belief and the reasons therefore. At the request of the employee, the Agency or Department shall consider providing support personnel for the employee during the time he/she is working with such a person in the course and scope of the employee's duties. No employee shall be required to visit a residence or other location without police back up if information available indicates weapons are present, or recent activity which is likely to pose a threat to personal safety of the employee.

D. When a supervisor or manager becomes aware that an individual(s) within the scope of an employee's work-related responsibility, or another employee at the work site, is considered threatening or dangerous to that employee or other identifiable employees, the supervisor or manager shall, as soon as practically possible, inform an employee(s), who has/have a work-related need to know.

E. Each employee providing field services in the community and not exclusively in an alternative office setting with an assigned desk phone, will be provided with a fully functioning cellular phone while in the field which may be used to call for assistance from other county personnel, law enforcement, medical personnel and/or anyone else whose assistance may be required in a critical situation.

Section 13. Voluntary Transfers

Performance Appraisals and Disciplinary Actions will be considered on a case by case basis and may be a factor of denial, but will not automatically disqualify an employee for a voluntary transfer.

ARTICLE 11. GRIEVANCE PROCEDURE

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

A. Definition

A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is established by this Agreement or by a departmental Policy or Procedure Manual provided that the enjoyment of the condition of employment is not made subject to the discretion of the Department Head or the County. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;

2. Covered by the Labor Relations Ordinance;

3. Concerning Performance Evaluation Reports;

4. Concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement or any portion of a departmental Policy or Procedures Manual that relates specifically to wages, hours, and other terms and conditions of employment.

B. Stale Grievance

A grievance shall be void unless filed in writing within forty-five (45) calendar days from the date upon which the County is alleged to have failed to provide a condition of employment which has been established by this Agreement, or within forty-five

(45) calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and his/her immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself/herself individually, or he/she may request the assistance of a representative, or a steward who has been designated pursuant to Article 2, Section 5, entitled "Stewards" in reducing to writing and formally presenting the grievance.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she shall present the written grievance to his/her immediate supervisor within seven (7) working days after the date upon which the grieving employee informally discussed the grievance with the supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement which is alleged to have been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within seven (7) working days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Middle Management

The Middle Manager shall have seven (7) working days in which to review and answer the grievance in writing after receipt. At the employee's option, a grievance meeting shall be held at this level. The employee and his/her representative or steward may be present at and participate in any such meeting. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the written answer within which to file an appeal to the Department Head.

F. Grievance to Department Head

The Department Head, or the Department Head's designee, shall have seven (7) working days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Department Head or the Department Head's designee, a meeting is required at this

level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limit at this level may be extended by mutual agreement between the Department Head, or the Department Head's designee, and the employee or his/her representative.

G. Waiver of Appeal Steps

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

H. Binding Arbitration of Grievances

In the event that the grievance is not resolved by the Department Head, the Union may, within thirty (30) calendar days after receipt of the decision of the Department Head or the Department Head's designee, made pursuant to paragraph F, request that the grievance be heard by an arbitrator. A grievance involving a letter of warning shall not be subject to arbitration.

I. Informal Review by Labor Relations Office

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

J. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Office and the grievant or his/her representative. If the Labor Relations Office and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified arbitrators. The Labor Relations Office and the grievant or his/her representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

K. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the

grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement.

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

L. Payment of Costs

Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half by the grievant.

M. Effect of Failure of Timely Action

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

N. SEIU Rights

1. In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the Union, the County shall make no disposition of a grievance which is inconsistent with the terms and conditions of this Agreement.

2. In the event an employee shall elect to go to arbitration independently, the Union shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its members under the terms of this Agreement.

3. In the event the Union determines that an inconsistent award has been made, the Union on its own behalf, may file a grievance for the purpose of seeking to amend such disposition.

ARTICLE 12. EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. However, management shall notify the Union as soon as possible of the nature of the emergency, expected duration, and changes made, if any. Emergency assignments shall not extend beyond the period of the emergency. Emergency is defined

ARTICLE 12. EMERGENCY (Cont'd)

as an unforeseen circumstance which presents an immediate and present danger or hazard to staff or patients, and which requires immediate implementation of such changes.

ARTICLE 13. OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Union nor management, nor their authorized representative or any member of its Executive Board will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum in its entirety.

ARTICLE 14. AGREEMENT, MODIFICATION, WAIVER

A. This Memorandum sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Memorandum.

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

D. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 15. PROVISIONS OF LAW

This Memorandum is subject to all current and future applicable Federal, State, and local laws, regulations and the Charter of the County of San Diego. All ordinances, rules and regulations enacted by the Board of Supervisors, Civil Service Commission, Labor Relations Ordinance, or other County commission or board having independent rule-making authority shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the provisions of the Memorandum.

If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

If any Article, part or provision of this Agreement will operate to withhold or prohibit the receipt of any State or Federal funds, such Article, part, or provision shall be suspended to the extent that the Article, part or provision operates to withhold or prohibit the receipt of such funds. In such instance, the County and Union will immediately meet and confer to discuss alternative proposals submitted by either party.

ARTICLE 16. PROHIBITION OF JOB ACTION

Notwithstanding any other provision of this Memorandum of Agreement to the contrary, both parties and each employee in a classification represented by the 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, Sections 3 and 4, of the San Diego County Labor Relations Ordinance #8588) 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 herein above, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.

ARTICLE 16. PROHIBITION OF JOB ACTION (Cont'd)

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.

ARTICLE 17. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provisions of this Agreement (with specific reference to Article 14), the Union or the County agree to meet and confer with the other party upon request regarding revisions to Civil Service Rules and procedures and to re-open the following provisions of this Agreement, if necessary:

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

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 14), the Union agrees to meet and confer with the County upon request regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open the following provisions of this Agreement, if necessary:

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

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

C. Health Plan Task Force

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

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

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

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

ARTICLE 18. RENEGOTIATION

In the event the Union desires to meet and confer in good faith on the provisions of a successor memorandum, it shall serve upon the County its written request to commence meeting and conferring in good faith for such successor memorandum. Negotiations shall begin at a time mutually agreeable to the parties; but in any event, not less than ninety (90) days prior to the expiration of the contract.

ARTICLE 19. IMPLEMENTATION

This Memorandum constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

A. The Board of Supervisors acts, by majority vote, formally to approve and adopt said Memorandum.

B. The Board of Supervisors acts to appropriate the necessary funds required to implement the provisions of this Memorandum which require funding.

ARTICLE 19. IMPLEMENTATION (Cont'd)

The County shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on this 13th day of march, 2007.

FOR THE COUNTY OF SAN DIEGO:

SUSAN M. BRAZEAU
Labor Relations Manager

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2028, CLC (HS UNIT):

BEN MONTERROSO
Executive Director

LOIS BALFOUR
Deputy Director

KAY RYAN
Executive Assistant

ALLISON BARKLEY

JENNIFER FORNEY

APPENDIX "A"

WAGES EFFECTIVE JUNE 23, 2006 THROUGH JUNE 18, 2009

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
003049	Medical Records Technician	MedRecTech	1	14.01	2,428.40	2	14.71	2,549.73	3	15.45	2,678.00	4	16.22	2,811.47	5	17.03	2,951.87	06/23/2006	HS	HS	001
				1120.80	29,140.80		1176.80	30,596.80		1236.00	32,136.00		1297.60	33,737.60		1362.40	35,422.40	Current Rates			
003049	Medical Records Technician	MedRecTech	1	14.42	2,499.47	2	15.14	2,624.27	3	15.90	2,756.00	4	16.70	2,894.67	5	17.54	3,040.27	06/22/2007	HS	HS	001
				1153.60	29,993.60		1211.20	31,491.20		1272.00	33,072.00		1336.00	34,736.00		1403.20	36,483.20				
003049	Medical Records Technician	MedRecTech	1	14.94	2,589.60	2	15.69	2,719.60	3	16.47	2,854.80	4	17.29	2,996.93	5	18.15	3,146.00	06/20/2008	HS	HS	001
				1195.20	31,075.20		1255.20	32,635.20		1317.60	34,257.60		1383.20	35,963.20		1452.00	37,752.00				
003055	Sr Medical Records Technician	SrMedRcdTc	1	15.67	2,716.13	2	16.45	2,851.33	3	17.27	2,993.47	4	18.13	3,142.53	5	19.04	3,300.27	06/23/2006	HS	HS	002
				1253.60	32,593.60		1316.00	34,216.00		1381.60	35,921.60		1450.40	37,710.40		1523.20	39,603.20	Current Rates			
003055	Sr Medical Records Technician	SrMedRcdTc	1	16.13	2,795.87	2	16.94	2,936.27	3	17.79	3,083.60	4	18.68	3,237.87	5	19.61	3,399.07	06/22/2007	HS	HS	002
				1290.40	33,550.40		1355.20	35,235.20		1423.20	37,003.20		1494.40	38,854.40		1568.80	40,788.80				
003055	Sr Medical Records Technician	SrMedRcdTc	1	16.70	2,894.67	2	17.53	3,038.53	3	18.41	3,191.07	4	19.33	3,350.53	5	20.30	3,518.67	06/20/2008	HS	HS	002
				1336.00	34,736.00		1402.40	36,462.40		1472.80	38,292.80		1546.40	40,206.40		1624.00	42,224.00				
004260	Pharmacy Technician	PharmTech	1	16.42	2,846.13	2	17.24	2,988.27	3	18.10	3,137.33	4	19.00	3,293.33	5	19.95	3,458.00	06/23/2006	HS	HS	004
				1313.60	34,153.60		1379.20	35,859.20		1448.00	37,648.00		1520.00	39,520.00		1596.00	41,496.00	Current Rates			
004260	Pharmacy Technician	PharmTech	1	16.90	2,929.33	2	17.75	3,076.67	3	18.64	3,230.93	4	19.57	3,392.13	5	20.55	3,562.00	06/22/2007	HS	HS	004
				1352.00	35,152.00		1420.00	36,920.00		1491.20	38,771.20		1565.60	40,705.60		1644.00	42,744.00				

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004260	Pharmacy Technician	PharmTech	06/20/2008	HS	HS	004

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	17.50	3,033.33	2	18.38	3,185.87	3	19.30	3,345.33	4	20.26	3,511.73	5	21.27	3,686.80
	1400.00	36,400.00		1470.40	38,230.40		1544.00	40,144.00		1620.80	42,140.80		1701.60	44,241.60

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004318	Histology Technician	HistlgyTec	06/23/2006	HS	HS	005
			Current Rates			

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	18.22	3,158.13	2	19.13	3,315.87	3	20.09	3,482.27	4	21.09	3,655.60	5	22.14	3,837.60
	1457.60	37,897.60		1530.40	39,790.40		1607.20	41,787.20		1687.20	43,867.20		1771.20	46,051.20

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004318	Histology Technician	HistlgyTec	06/22/2007	HS	HS	005

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	18.76	3,251.73	2	19.70	3,414.67	3	20.68	3,584.53	4	21.71	3,763.07	5	22.80	3,952.00
	1500.80	39,020.80		1576.00	40,976.00		1654.40	43,014.40		1736.80	45,156.80		1824.00	47,424.00

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004318	Histology Technician	HistlgyTec	06/20/2008	HS	HS	005

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	19.42	3,366.13	2	20.39	3,534.27	3	21.41	3,711.07	4	22.48	3,896.53	5	23.60	4,090.67
	1553.60	40,393.60		1631.20	42,411.20		1712.80	44,532.80		1798.40	46,758.40		1888.00	49,088.00

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004319	Sr Histology Technician	SrHistolTc	06/23/2006	HS	HS	006
			Current Rates			

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	20.73	3,593.20	2	21.77	3,773.47	3	22.86	3,962.40	4	24.00	4,160.00	5	25.20	4,368.00
	1658.40	43,118.40		1741.60	45,281.60		1828.80	47,548.80		1920.00	49,920.00		2016.00	52,416.00

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004319	Sr Histology Technician	SrHistolTc	06/22/2007	HS	HS	006

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	21.35	3,700.67	2	22.42	3,886.13	3	23.54	4,080.27	4	24.72	4,284.80	5	25.96	4,499.73
	1708.00	44,408.00		1793.60	46,633.60		1883.20	48,963.20		1977.60	51,417.60		2076.80	53,996.80

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004319	Sr Histology Technician	SrHistolTc	06/20/2008	HS	HS	006

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	22.10	3,830.67	2	23.21	4,023.07	3	24.37	4,224.13	4	25.59	4,435.60	5	26.87	4,657.47
	1768.00	45,968.00		1856.80	48,276.80		1949.60	50,689.60		2047.20	53,227.20		2149.60	55,889.60

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004325	Laboratory Aide	LabAide	06/23/2006	HS	HS	007
			Current Rates			

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl
1	10.97	1,901.47	2	11.52	1,996.80	3	12.10	2,097.33	4	12.70	2,201.33	5	13.34	2,312.27
	877.60	22,817.60		921.60	23,961.60		968.00	25,168.00		1016.00	26,416.00		1067.20	27,747.20

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004325	Laboratory Aide	LabAide	1	11.31	1,960.40	2	11.88	2,059.20	3	12.47	2,161.47	4	13.09	2,268.93	5	13.74	2,381.60	06/22/2007	HS	HS	007
				904.80	23,524.80		950.40	24,710.40		997.60	25,937.60		1047.20	27,227.20		1099.20	28,579.20				
004325	Laboratory Aide	LabAide	1	11.70	2,028.00	2	12.29	2,130.27	3	12.90	2,236.00	4	13.54	2,346.93	5	14.22	2,464.80	06/20/2008	HS	HS	007
				936.00	24,336.00		983.20	25,563.20		1032.00	26,832.00		1083.20	28,163.20		1137.60	29,577.60				
004330	Laboratory Assistant	LabAsst	1	13.10	2,270.67	2	13.76	2,385.07	3	14.45	2,504.67	4	15.17	2,629.47	5	15.93	2,761.20	06/23/2006	HS	HS	008
				1048.00	27,248.00		1100.80	28,620.80		1156.00	30,056.00		1213.60	31,553.60		1274.40	33,134.40	Current Rates			
004330	Laboratory Assistant	LabAsst	1	13.50	2,340.00	2	14.18	2,457.87	3	14.89	2,580.93	4	15.63	2,709.20	5	16.41	2,844.40	06/22/2007	HS	HS	008
				1080.00	28,080.00		1134.40	29,494.40		1191.20	30,971.20		1250.40	32,510.40		1312.80	34,132.80				
004330	Laboratory Assistant	LabAsst	1	13.97	2,421.47	2	14.67	2,542.80	3	15.40	2,669.33	4	16.17	2,802.80	5	16.98	2,943.20	06/20/2008	HS	HS	008
				1117.60	29,057.60		1173.60	30,513.60		1232.00	32,032.00		1293.60	33,633.60		1358.40	35,318.40				
004351	Sr Laboratory Assistant	SrLabAsst	1	15.17	2,629.47	2	15.93	2,761.20	3	16.73	2,899.87	4	17.57	3,045.47	5	18.45	3,198.00	06/23/2006	HS	HS	009
				1213.60	31,553.60		1274.40	33,134.40		1338.40	34,798.40		1405.60	36,545.60		1476.00	38,376.00	Current Rates			
004351	Sr Laboratory Assistant	SrLabAsst	1	15.64	2,710.93	2	16.42	2,846.13	3	17.24	2,988.27	4	18.10	3,137.33	5	19.00	3,293.33	06/22/2007	HS	HS	009
				1251.20	32,531.20		1313.60	34,153.60		1379.20	35,859.20		1448.00	37,648.00		1520.00	39,520.00				
004351	Sr Laboratory Assistant	SrLabAsst	1	16.18	2,804.53	2	16.99	2,944.93	3	17.84	3,092.27	4	18.73	3,246.53	5	19.67	3,409.47	06/20/2008	HS	HS	009
				1294.40	33,654.40		1359.20	35,339.20		1427.20	37,107.20		1498.40	38,958.40		1573.60	40,913.60				

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004370	Radiologic Technologist	RadiolgTec																			
			1	16.48	2,856.53	2	17.30	2,998.67	3	18.17	3,149.47	4	19.08	3,307.20	5	20.03	3,471.87	06/23/2006	HS	HS	010
				1318.40	34,278.40		1384.00	35,984.00		1453.60	37,793.60		1526.40	39,686.40		1602.40	41,662.40	Current Rates			
004370	Radiologic Technologist	RadiolgTec																			
			1	16.97	2,941.47	2	17.82	3,088.80	3	18.71	3,243.07	4	19.65	3,406.00	5	20.63	3,575.87	06/22/2007	HS	HS	010
				1357.60	35,297.60		1425.60	37,065.60		1496.80	38,916.80		1572.00	40,872.00		1650.40	42,910.40				
004370	Radiologic Technologist	RadiolgTec																			
			1	17.56	3,043.73	2	18.44	3,196.27	3	19.36	3,355.73	4	20.33	3,523.87	5	21.35	3,700.67	06/20/2008	HS	HS	010
				1404.80	36,524.80		1475.20	38,355.20		1548.80	40,268.80		1626.40	42,286.40		1708.00	44,408.00				
004406	Recreation Therapy Aide	RecreThAid																			
			1	13.24	2,294.93	2	13.90	2,409.33	3	14.60	2,530.67	4	15.33	2,657.20	5	16.10	2,790.67	06/23/2006	HS	HS	012
				1059.20	27,539.20		1112.00	28,912.00		1168.00	30,368.00		1226.40	31,886.40		1288.00	33,488.00	Current Rates			
004406	Recreation Therapy Aide	RecreThAid																			
			1	13.64	2,364.27	2	14.32	2,482.13	3	15.04	2,606.93	4	15.79	2,736.93	5	16.58	2,873.87	06/22/2007	HS	HS	012
				1091.20	28,371.20		1145.60	29,785.60		1203.20	31,283.20		1263.20	32,843.20		1326.40	34,486.40				
004406	Recreation Therapy Aide	RecreThAid																			
			1	14.11	2,445.73	2	14.82	2,568.80	3	15.56	2,697.07	4	16.34	2,832.27	5	17.16	2,974.40	06/20/2008	HS	HS	012
				1128.80	29,348.80		1185.60	30,825.60		1244.80	32,364.80		1307.20	33,987.20		1372.80	35,692.80				
004424	Pediatric Therapy Spec Asst	PedsThSpcA																			
			1	20.12	3,487.47	2	21.13	3,662.53	3	22.19	3,846.27	4	23.30	4,038.67	5	24.47	4,241.47	06/23/2006	HS	HS	013
				1609.60	41,849.60		1690.40	43,950.40		1775.20	46,155.20		1864.00	48,464.00		1957.60	50,897.60	Current Rates			
004424	Pediatric Therapy Spec Asst	PedsThSpcA																			
			1	20.73	3,593.20	2	21.77	3,773.47	3	22.86	3,962.40	4	24.00	4,160.00	5	25.20	4,368.00	06/22/2007	HS	HS	013
				1658.40	43,118.40		1741.60	45,281.60		1828.80	47,548.80		1920.00	49,920.00		2016.00	52,416.00				

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004424	Pediatric Therapy Spec Asst	PedsThSpcA																
			1	21.46	3,719.73	2	22.53	3,905.20	3	23.66	4,101.07	4	24.84	4,305.60	5	26.08	4,520.53	06/20/2008	HS	HS	013
				1716.80	44,636.80		1802.40	46,862.40		1892.80	49,212.80		1987.20	51,667.20		2086.40	54,246.40				
004426	Occupational/Phy Therapst Asst	OccPThAsst																
			1	18.63	3,229.20	2	19.56	3,390.40	3	20.54	3,560.27	4	21.57	3,738.80	5	22.65	3,926.00	06/23/2006	HS	HS	014
				1490.40	38,750.40		1564.80	40,684.80		1643.20	42,723.20		1725.60	44,865.60		1812.00	47,112.00	Current Rates			
004426	Occupational/Phy Therapst Asst	OccPThAsst																
			1	19.19	3,326.27	2	20.15	3,492.67	3	21.16	3,667.73	4	22.22	3,851.47	5	23.33	4,043.87	06/22/2007	HS	HS	014
				1535.20	39,915.20		1612.00	41,912.00		1692.80	44,012.80		1777.60	46,217.60		1866.40	48,526.40				
004426	Occupational/Phy Therapst Asst	OccPThAsst																
			1	19.87	3,444.13	2	20.86	3,615.73	3	21.90	3,796.00	4	23.00	3,986.67	5	24.15	4,186.00	06/20/2008	HS	HS	014
				1589.60	41,329.60		1668.80	43,388.80		1752.00	45,552.00		1840.00	47,840.00		1932.00	50,232.00				
004615	Nurses Assistant	NrseAsst																
			1	12.85	2,227.33	2	13.49	2,338.27	3	14.16	2,454.40	4	14.87	2,577.47	5	15.61	2,705.73	06/23/2006	HS	HS	017
				1028.00	26,728.00		1079.20	28,059.20		1132.80	29,452.80		1189.60	30,929.60		1248.80	32,468.80	Current Rates			
004615	Nurses Assistant	NrseAsst																
			1	13.23	2,293.20	2	13.89	2,407.60	3	14.58	2,527.20	4	15.31	2,653.73	5	16.08	2,787.20	06/22/2007	HS	HS	017
				1058.40	27,518.40		1111.20	28,891.20		1166.40	30,326.40		1224.80	31,844.80		1286.40	33,446.40				
004615	Nurses Assistant	NrseAsst																
			1	13.70	2,374.67	2	14.38	2,492.53	3	15.10	2,617.33	4	15.85	2,747.33	5	16.64	2,884.27	06/20/2008	HS	HS	017
				1096.00	28,496.00		1150.40	29,910.40		1208.00	31,408.00		1268.00	32,968.00		1331.20	34,611.20				
004618	Psychiatric Technician	PsyTech																
			5	18.94	3,282.93													06/23/2006	HS	HS	018
				1515.20	39,395.20													Current Rates			

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004618	Psychiatric Technician	PsyTech				

Step	Hrly/Bwky	Mtly/Annl
5	19.51	3,381.73
	1560.80	40,580.80

Eff Date	Union Code	Sal Plan	Grade
06/22/2007	HS	HS	018

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
004618	Psychiatric Technician	PsyTech				

Step	Hrly/Bwky	Mtly/Annl
5	20.19	3,499.60
	1615.20	41,995.20

Eff Date	Union Code	Sal Plan	Grade
06/20/2008	HS	HS	018

Job Code	Job Description	Job Short Description
004625	Licensed Vocational Nurse	LicsVocNrs

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
3	17.18	2,977.87	4	18.04	3,126.93	5	18.94	3,282.93	06/23/2006	HS	HS	019
	1374.40	35,734.40		1443.20	37,523.20		1515.20	39,395.20	Current Rates			

Job Code	Job Description	Job Short Description
004625	Licensed Vocational Nurse	LicsVocNrs

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
3	17.70	3,068.00	4	18.58	3,220.53	5	19.51	3,381.73	06/22/2007	HS	HS	019
	1416.00	36,816.00		1486.40	38,646.40		1560.80	40,580.80				

Job Code	Job Description	Job Short Description
004625	Licensed Vocational Nurse	LicsVocNrs

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
3	18.31	3,173.73	4	19.23	3,333.20	5	20.19	3,499.60	06/20/2008	HS	HS	019
	1464.80	38,084.80		1538.40	39,998.40		1615.20	41,995.20				

Job Code	Job Description	Job Short Description
004626	Sheriff's Detentions LVN	ShfDetLVN

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
1	17.91	3,104.40	2	18.81	3,260.40	3	19.75	3,423.33	4	20.74	3,594.93	5	21.78	3,775.20	06/23/2006	HS	HS	031
	1432.80	37,252.80		1504.80	39,124.80		1580.00	41,080.00		1659.20	43,139.20		1742.40	45,302.40	Current Rates			

Job Code	Job Description	Job Short Description
004626	Sheriff's Detentions LVN	ShfDetLVN

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
1	18.45	3,198.00	2	19.37	3,357.47	3	20.34	3,525.60	4	21.36	3,702.40	5	22.43	3,887.87	06/22/2007	HS	HS	031
	1476.00	38,376.00		1549.60	40,289.60		1627.20	42,307.20		1708.80	44,428.80		1794.40	46,654.40				

Job Code	Job Description	Job Short Description
004626	Sheriff's Detentions LVN	ShfDetLVN

Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
1	19.10	3,310.67	2	20.06	3,477.07	3	21.06	3,650.40	4	22.11	3,832.40	5	23.22	4,024.80	06/20/2008	HS	HS	031
	1528.00	39,728.00		1604.80	41,724.80		1684.80	43,804.80		1768.80	45,988.80		1857.60	48,297.60				

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004773	Nutrition Assistant	NutritionA	1	15.39	2,667.60	2	16.16	2,801.07	3	16.97	2,941.47	4	17.82	3,088.80	5	18.71	3,243.07	06/23/2006	HS	HS	020
				1231.20	32,011.20		1292.80	33,612.80		1357.60	35,297.60		1425.60	37,065.60		1496.80	38,916.80	Current Rates			
004773	Nutrition Assistant	NutritionA	1	15.86	2,749.07	2	16.65	2,886.00	3	17.48	3,029.87	4	18.35	3,180.67	5	19.27	3,340.13	06/22/2007	HS	HS	020
				1268.80	32,988.80		1332.00	34,632.00		1398.40	36,358.40		1468.00	38,168.00		1541.60	40,081.60				
004773	Nutrition Assistant	NutritionA	1	16.41	2,844.40	2	17.23	2,986.53	3	18.09	3,135.60	4	18.99	3,291.60	5	19.94	3,456.27	06/20/2008	HS	HS	020
				1312.80	34,132.80		1378.40	35,838.40		1447.20	37,627.20		1519.20	39,499.20		1595.20	41,475.20				
004833	Mntl Hlth Case Mgmt Asst	MHCaseMgAs	1	13.30	2,305.33	2	13.97	2,421.47	3	14.67	2,542.80	4	15.40	2,669.33	5	16.17	2,802.80	06/23/2006	HS	HS	021
				1064.00	27,664.00		1117.60	29,057.60		1173.60	30,513.60		1232.00	32,032.00		1293.60	33,633.60	Current Rates			
004833	Mntl Hlth Case Mgmt Asst	MHCaseMgAs	1	13.70	2,374.67	2	14.39	2,494.27	3	15.11	2,619.07	4	15.87	2,750.80	5	16.66	2,887.73	06/22/2007	HS	HS	021
				1096.00	28,496.00		1151.20	29,931.20		1208.80	31,428.80		1269.60	33,009.60		1332.80	34,652.80				
004833	Mntl Hlth Case Mgmt Asst	MHCaseMgAs	1	14.19	2,459.60	2	14.90	2,582.67	3	15.64	2,710.93	4	16.42	2,846.13	5	17.24	2,988.27	06/20/2008	HS	HS	021
				1135.20	29,515.20		1192.00	30,992.00		1251.20	32,531.20		1313.60	34,153.60		1379.20	35,859.20				
004836	Mntl Hlth Specialist	MHSpec	1	15.79	2,736.93	2	16.58	2,873.87	3	17.41	3,017.73	4	18.28	3,168.53	5	19.19	3,326.27	06/23/2006	HS	HS	022
				1263.20	32,843.20		1326.40	34,486.40		1392.80	36,212.80		1462.40	38,022.40		1535.20	39,915.20	Current Rates			
004836	Mntl Hlth Specialist	MHSpec	1	16.27	2,820.13	2	17.08	2,960.53	3	17.93	3,107.87	4	18.83	3,263.87	5	19.77	3,426.80	06/22/2007	HS	HS	022
				1301.60	33,841.60		1366.40	35,526.40		1434.40	37,294.40		1506.40	39,166.40		1581.60	41,121.60				

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004836	Mntl Hlth Specialist	MHSpec																
			1	16.84	2,918.93	2	17.68	3,064.53	3	18.56	3,217.07	4	19.49	3,378.27	5	20.46	3,546.40	06/20/2008	HS	HS	022
				1347.20	35,027.20		1414.40	36,774.40		1484.80	38,604.80		1559.20	40,539.20		1636.80	42,556.80				
004838	Mntl Hlth Assistant	MHAsst																
			1	13.97	2,421.47	2	14.67	2,542.80	3	15.40	2,669.33	4	16.17	2,802.80	5	16.98	2,943.20	06/23/2006	HS	HS	023
				1117.60	29,057.60		1173.60	30,513.60		1232.00	32,032.00		1293.60	33,633.60		1358.40	35,318.40	Current Rates			
004838	Mntl Hlth Assistant	MHAsst																
			1	14.39	2,494.27	2	15.11	2,619.07	3	15.87	2,750.80	4	16.66	2,887.73	5	17.49	3,031.60	06/22/2007	HS	HS	023
				1151.20	29,931.20		1208.80	31,428.80		1269.60	33,009.60		1332.80	34,652.80		1399.20	36,379.20				
004838	Mntl Hlth Assistant	MHAsst																
			1	14.90	2,582.67	2	15.64	2,710.93	3	16.42	2,846.13	4	17.24	2,988.27	5	18.10	3,137.33	06/20/2008	HS	HS	023
				1192.00	30,992.00		1251.20	32,531.20		1313.60	34,153.60		1379.20	35,859.20		1448.00	37,648.00				
004839	Mntl Hlth Aide	MHAide																
			1	12.89	2,234.27	2	13.53	2,345.20	3	14.21	2,463.07	4	14.92	2,586.13	5	15.67	2,716.13	06/23/2006	HS	HS	024
				1031.20	26,811.20		1082.40	28,142.40		1136.80	29,556.80		1193.60	31,033.60		1253.60	32,593.60	Current Rates			
004839	Mntl Hlth Aide	MHAide																
			1	13.28	2,301.87	2	13.94	2,416.27	3	14.64	2,537.60	4	15.37	2,664.13	5	16.14	2,797.60	06/22/2007	HS	HS	024
				1062.40	27,622.40		1115.20	28,995.20		1171.20	30,451.20		1229.60	31,969.60		1291.20	33,571.20				
004839	Mntl Hlth Aide	MHAide																
			1	13.73	2,379.87	2	14.42	2,499.47	3	15.14	2,624.27	4	15.90	2,756.00	5	16.70	2,894.67	06/20/2008	HS	HS	024
				1098.40	28,558.40		1153.60	29,993.60		1211.20	31,491.20		1272.00	33,072.00		1336.00	34,736.00				
004910	Community Living Aide	CmtyLivAid																
			1	9.76	1,691.73	2	10.25	1,776.67	3	10.76	1,865.07	4	11.30	1,958.67	5	11.87	2,057.47	06/23/2006	HS	HS	025
				780.80	20,300.80		820.00	21,320.00		860.80	22,380.80		904.00	23,504.00		949.60	24,689.60	Current Rates			

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Code	Sal Plan	Grade
004910	Community Living Aide	CmtyLivAid																
			1	10.07	1,745.47	2	10.57	1,832.13	3	11.10	1,924.00	4	11.65	2,019.33	5	12.23	2,119.87	06/22/2007	HS	HS	025
				805.60	20,945.60		845.60	21,985.60		888.00	23,088.00		932.00	24,232.00		978.40	25,438.40				
004910	Community Living Aide	CmtyLivAid																
			1	10.42	1,806.13	2	10.94	1,896.27	3	11.49	1,991.60	4	12.06	2,090.40	5	12.66	2,194.40	06/20/2008	HS	HS	025
				833.60	21,673.60		875.20	22,755.20		919.20	23,899.20		964.80	25,084.80		1012.80	26,332.80				
005072	Residential Care Worker II	ResidCrWk2																
			1	13.97	2,421.47	2	14.67	2,542.80	3	15.40	2,669.33	4	16.17	2,802.80	5	16.98	2,943.20	06/23/2006	HS	HS	026
				1117.60	29,057.60		1173.60	30,513.60		1232.00	32,032.00		1293.60	33,633.60		1358.40	35,318.40	Current Rates			
005072	Residential Care Worker II	ResidCrWk2																
			1	14.39	2,494.27	2	15.11	2,619.07	3	15.87	2,750.80	4	16.66	2,887.73	5	17.49	3,031.60	06/22/2007	HS	HS	026
				1151.20	29,931.20		1208.80	31,428.80		1269.60	33,009.60		1332.80	34,652.80		1399.20	36,379.20				
005072	Residential Care Worker II	ResidCrWk2																
			1	14.90	2,582.67	2	15.64	2,710.93	3	16.42	2,846.13	4	17.24	2,988.27	5	18.10	3,137.33	06/20/2008	HS	HS	026
				1192.00	30,992.00		1251.20	32,531.20		1313.60	34,153.60		1379.20	35,859.20		1448.00	37,648.00				
005073	Residential Care Worker Tr	ResidCrWkT																
			1	11.75	2,036.67	2	12.34	2,138.93	3	12.96	2,246.40	4	13.61	2,359.07	5	14.29	2,476.93	06/23/2006	HS	HS	027
				940.00	24,440.00		987.20	25,667.20		1036.80	26,956.80		1088.80	28,308.80		1143.20	29,723.20	Current Rates			
005073	Residential Care Worker Tr	ResidCrWkT																
			1	12.10	2,097.33	2	12.71	2,203.07	3	13.35	2,314.00	4	14.02	2,430.13	5	14.72	2,551.47	06/22/2007	HS	HS	027
				968.00	25,168.00		1016.80	26,436.80		1068.00	27,768.00		1121.60	29,161.60		1177.60	30,617.60				
005073	Residential Care Worker Tr	ResidCrWkT																
			1	12.53	2,171.87	2	13.16	2,281.07	3	13.82	2,395.47	4	14.51	2,515.07	5	15.24	2,641.60	06/20/2008	HS	HS	027
				1002.40	26,062.40		1052.80	27,372.80		1105.60	28,745.60		1160.80	30,180.80		1219.20	31,699.20				

Job Code	Job Description	Job Short Description	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Step	Hrly/Bwky	Mtly/Annl	Eff Date	Union Sal Code	Plan	Grade
005074	Residential Care Worker I	ResidCrWk1																
			1	12.97	2,248.13	2	13.62	2,360.80	3	14.30	2,478.67	4	15.02	2,603.47	5	15.77	2,733.47	06/23/2006	HS	HS	028
				1037.60	26,977.60		1089.60	28,329.60		1144.00	29,744.00		1201.60	31,241.60		1261.60	32,801.60	Current Rates			
005074	Residential Care Worker I	ResidCrWk1																
			1	13.36	2,315.73	2	14.03	2,431.87	3	14.73	2,553.20	4	15.47	2,681.47	5	16.24	2,814.93	06/22/2007	HS	HS	028
				1068.80	27,788.80		1122.40	29,182.40		1178.40	30,638.40		1237.60	32,177.60		1299.20	33,779.20				
005074	Residential Care Worker I	ResidCrWk1																
			1	13.83	2,397.20	2	14.52	2,516.80	3	15.25	2,643.33	4	16.01	2,775.07	5	16.81	2,913.73	06/20/2008	HS	HS	028
				1106.40	28,766.40		1161.60	30,201.60		1220.00	31,720.00		1280.80	33,300.80		1344.80	34,964.80				
005075	Residential Childcare Spec	ResidCSp																
			1	15.12	2,620.80	2	15.88	2,752.53	3	16.67	2,889.47	4	17.50	3,033.33	5	18.37	3,184.13	06/23/2006	HS	HS	030
				1209.60	31,449.60		1270.40	33,030.40		1333.60	34,673.60		1400.00	36,400.00		1469.60	38,209.60	Current Rates			
005075	Residential Childcare Spec	ResidCSp																
			1	15.56	2,697.07	2	16.34	2,832.27	3	17.16	2,974.40	4	18.02	3,123.47	5	18.92	3,279.47	06/22/2007	HS	HS	030
				1244.80	32,364.80		1307.20	33,987.20		1372.80	35,692.80		1441.60	37,481.60		1513.60	39,353.60				
005075	Residential Childcare Spec	ResidCSp																
			1	16.10	2,790.67	2	16.91	2,931.07	3	17.76	3,078.40	4	18.65	3,232.67	5	19.58	3,393.87	06/20/2008	HS	HS	030
				1288.00	33,488.00		1352.80	35,172.80		1420.80	36,940.80		1492.00	38,792.00		1566.40	40,726.40				

End of Report

APPENDIX "B"

OVERTIME CODES

OVERTIME CODES
HS BARGAINING UNIT

Job Code	Job Code Title	Union Code	O/T Code
004910	Community Living Aide	HS	N
004318	Histology Technician	HS	N
004325	Laboratory Aide	HS	N
004330	Laboratory Assistant	HS	N
004625	Licensed Vocational Nurse	HS	N
003049	Medical Records Technician	HS	N
004839	Mntl Hlth Aide	HS	N
004838	Mntl Hlth Assistant	HS	N
004833	Mntl Hlth Case Mgmt Asst	HS	N
004836	Mntl Hlth Specialist	HS	N
004615	Nurses Assistant	HS	N
004773	Nutrition Assistant	HS	N
004426	Occupational/Phy Therapst Asst	HS	N
004424	Pediatric Therapy Spec Asst	HS	N
004260	Pharmacy Technician	HS	N
004618	Psychiatric Technician	HS	N
004370	Radiologic Technologist	HS	N
004406	Recreation Therapy Aide	HS	N
005074	Residential Care Worker I	HS	N
005072	Residential Care Worker II	HS	N
005073	Residential Care Worker Tr	HS	N
005075	Residential Childcare Spec	HS	N
004626	Sheriff's Detentions LVN	HS	N
004319	Sr Histology Technician	HS	N
004351	Sr Laboratory Assistant	HS	N
003055	Sr Medical Records Technician	HS	N