MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
SEIU, LOCAL 221, CLC /
SAN DIEGO PROBATION OFFICERS' ASSOCIATION

PROBATION OFFICERS (PO) 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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PROBATION OFFICERS (PO) UNIT

JUNE 23, 2006 - JUNE 18, 2009

ARTICLE 1. PREAMBLE

The parties to this Memorandum of Agreement are the County of San Diego, hereinafter referred to as "County", and SEIU, Local 221, CLC / San Diego Probation Officers' Association, hereinafter referred to as "Union." The term of this Agreement shall commence at 8:00 a.m. on June 23, 2006 and shall end at 5:00 p.m. on June 18, 2009.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

The County recognizes SEIU, Local 221, CLC / San Diego Probation Officers' Association as the sole and exclusive representative for the Probation Officers' representation unit, consisting of the following and such classes as may be added to the unit during the term of this Agreement. Appendix "A" shall list the salary schedule for these classes:

Correctional Deputy Probation Officer I
Correctional Deputy Probation Officer II
Deputy Probation Officer
Senior Probation Officer
Transportation Officer

Section 2. Payroll Deduction and Union Dues

A. 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 herein 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 promptly to the Union by the Auditor and Controller.

B. Such deductions from the pay of employees for whom the Union is the recognized representative shall be the exclusive privilege of the Union and shall not be provided for any other registered or recognized employee group.

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 during the term of this Agreement 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 representatives of the Union shall have the right to contact individual employees represented by the Union, in a County facility during employees' work hours on matters concerning representation and shall have the right to inspect Departmental buildings and equipment in connection with employees' specific complaints on matters of health and safety. Union representatives desiring such access shall first notify the appropriate management representative of the specific purpose of the visit and request entry. In the event that said management representative denies access at the time requested, he/she shall provide a reasonable alternative time for the visit, or state the reason for denial if such access is outside the legitimate scope of the Union.

B. Said representatives shall also have the right to contact those individuals under the care and control of the Probation Department who have been contacted by management personnel in connection with an impending disciplinary action and shall have the right to inspect Departmental buildings and equipment in connection

with such matters. The access described in this paragraph shall become available at any time after the employee is notified that the Department intends to take a disciplinary action against him or her. The means by which such access is gained is the same as is described in Section 4.A.

C. Representatives have the right to meet with employees during coffee, rest or lunch breaks at departmental facilities where available.

Section 5. Stewards and/or Union Officers

A. The Union shall provide the Labor Relations Office and the Probation Department a written list of all authorized Union representatives. Notification of changes to this list shall be provided as soon as possible in advance of said changes. Access to work locations will be granted only to Union representatives on the current list.

B. The Union may designate stewards and/or officers to represent employees in the processing of grievances, appeals from disciplinary actions, performances rating appeals, appeals resulting from denial of workers compensation claims, and any matter for which representation is granted under the State of California Government Code Sections 3300 et seq. known as the Public Safety Officers' Bill of Rights.

C. The County shall not transfer or change the work location of a steward with the intent of altering the appointed list of designated Union stewards. This paragraph is not to be construed to limit changes resulting from promotion or voluntary transfer.

D. It is recognized by both parties that stewards' functions are necessary in maintaining sound employee-employer relations on the job.

E. An authorized representative's or a steward's workload may, from time to time, be adjusted to the extent the appointing authority feels it is appropriate.

F. Stewards and officers shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present the grievances and appeals set forth in Paragraph A of this Section. The immediate supervisor will authorize the officer or steward to leave his/her work unless circumstances require refusal of such permission, in which case the immediate supervisor shall inform the officer or steward of the reasons for the denial and establish an alternate time when the officer or steward can reasonably be expected to be released from his/her work assignment.

G. The Union shall be entitled to appoint stewards at the following work locations, not to exceed the numbers indicated:

Locations:	**Number of Stewards:**
Institutions	4 per Institution
Adult Field Services:	
Ohio Street	2
Court House/HOJ	2
South Bay	2
El Cajon	2
Vista Adult/Juvenile	2
Juvenile Field Services:	
Juvenile Probation Center	4
El Cajon	1
Youth Day Center:	
– Central	1
– Youth Day Center North & Reflections North	1
Reflections Central	1
ROPP	1
Breaking Cycles	1
Administration	1

H. One (1) Union Officer or a steward designated by the Union shall be given time off for the purpose of providing legal and reasonable representation of employees.

Only the officer or steward designated by the Union may receive time off. Any changes in the designated officer must be given to the Department prior to time off being granted.

Only the minimum time necessary for such representation shall be used by the designated officer.

An alternate may also be designated in case the designated officer or steward cannot attend. Any changes in the alternate designated officer or steward must be given to the Department in writing prior to time off being granted.

Section 6. Bulletin Boards

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

1. Notice of the Union elections and the results, stewards' reports and notices.

2. Reports of official business of the Union, including reports of committees or the Executive Board.

3. Scheduled Union meetings and news bulletins.

4. Union membership benefits, programs and promotions.

B. In cases where the Union represents more than one (1) representation unit at a work location, the space described above will become the bulletin board space for all employee classifications represented by the Union at that work location.

C. Prior to posting, any material shall be signed by a steward or officer of the Union.

Section 7. Mail Stop

The County shall provide a mailbox for the Union at the County Mail Center located at 5201 Ruffin Road. The mail stop number assigned to the Union is O850.

This mailbox shall be used only for mail:

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

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

3. Which shall relate to the business with and of the County.

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

With respect to U.S. Mail addressed to employees and delivered to a County mailing address, the County will make all reasonable efforts to assure the employees receive such mail.

Should a Court rule or legislation be enacted that permits the use of the County mail system for employees to communicate with the Union, then such use shall be permitted.

Section 8. Printing of Memorandum of Agreement

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 may grant a maximum of sixteen (16) hours times 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 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, the Department 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, Board of Supervisors, or a scheduled meeting between the Union and the County.

Section 10. New Employees

A. The Probation Department agrees to provide the Union each month with the names and home addresses of new employees represented by the Union.

B. Probation Department management will distribute to each new employee entering the representation unit all representation informational materials provided by the Union.

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

A. The provisions of this Memorandum shall be applied equally to all employees covered herein without favor or discrimination because of race, color, sex, marital status, age, national origin, sexual orientation, political or religious opinions or affiliations or physical handicap.

B. Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Agreement because of the exercise of rights to engage or not engage in Union activity as provided for in Government Code Section 3500 et seq.

ARTICLE 4. WAGES AND OTHER RELATED ISSUES

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 (3.0%) 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 intentions 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 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/Controller, in writing, of the need to cancel the previous authorization and shall concurrently submit a new "Direct Deposit Authorization" form pertaining to the new financial institution/account. Such information must be received by the Central Payroll Division by close of business on the last day of the payroll period in order for the Auditor/Controller to issue a warrant(s) to the employee during the transition period.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

Section 1. Hours of Work

Time worked is regular hours worked plus any paid leave. 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 of work per week.

A. Work Day

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

B. Work Period

The normal work period shall be fourteen (14) consecutive days within which is included four (4) days of rest in a fourteen (14) consecutive day period.

C. Payroll Period

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

D. Twenty-Four (24) Hour Operations

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

Employees who report to work on shifts which begin in one (1) calendar date and end in the next shall be compensated for the entire shift for the date the shift begins.

Shifts shall not be scheduled to include split shifts, except in temporary emergency situations. Employees on shifts shall normally be scheduled to work ten (10) days and be off four (4) days in a fourteen (14) day work period. To the extent possible, the appointing authority will generally allow a schedule which will provide the employee with two (2) consecutive days off.

A minimum of eight (8) hours of rest will be provided between the end of one (1) shift and the beginning of a new shift.

E. Changes in Hours of Work

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 at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.

F. Rest Periods

Employees in this unit are normally allowed rest periods within working hours restricted to fifteen (15) minutes during each four (4) hours worked. Rest periods shall be taken in accordance with the needs of the Department.

Section 2. Overtime Work and Compensation

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

A. Definition of Overtime

1. Full-time employees' overtime is authorized or ordered work, actually worked by an employee, which is in excess of the employee's regularly scheduled work period. No full-time employee will be paid overtime unless he/she works more than eighty-four (84) hours in any work period. When the appointing authority establishes a work schedule which is the employee's routine work schedule, and such schedule results in the employee routinely working more than eighty-four (84) hours in a work period, the hours actually worked in the work period which exceed eighty-four (84) hours shall be considered overtime.

2. Permanent part-time employees' overtime is authorized or ordered work, actually worked by an employee, which is in excess of eighty-four (84) hours per work period. When the appointing authority establishes a work schedule which is the employee's routine work schedule, and such schedule results in the employee routinely working more than eighty-four (84) hours in a work period, the hours actually worked in the work period which exceed eighty-four (84) hours shall be considered overtime.

3. Extra Hours Worked - Extra hours or hours actually worked in excess of eighty (80) hours but less than eighty-four (84) hours in the fourteen (14) day consecutive day work period shall be compensated at straight time hourly rate.

B. Calculation of Overtime

1. Notwithstanding any other policy, practice, rule, regulation or Agreement provision to the contrary, any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, holiday, jury duty, reporting for a draft board, compensatory time off, 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.

2. Computation of overtime shall be based on the employee's regular hourly rate of pay. This hourly 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.

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

   a. Code "N" (Covered) – Employees covered by FLSA are eligible for overtime at time and one-half (1½) cash or compensatory time off.

   b. Eligible for a minimum of three (3) hours call-back and shall be compensated at time and one-half (1½) cash or compensatory time off for each hour worked; or a minimum of four and one-half (4½) hours of pay at the regular hourly rate; whichever is greater.

   The decision to pay for overtime worked in cash or compensatory time off shall be at the discretion of the appointing authority. Exempt employees on eighty (80) hour work schedules may be paid cash or compensatory time off for hours worked between eighty (80) and eighty-four (84) at the discretion of the appointing authority. The appointing authority also has the discretion to pay cash or compensatory time off for overtime worked over eighty-four (84) hours for exempt employees.

4. Employees in Class Numbers 5068 – Correctional Deputy Probation Officer I, 5069 – Correctional Deputy Probation Officer II and 5120 – Transportation Officer shall be compensated for overtime in accordance with Section 2.B.3. a. and b. above. Employees in Class Numbers 5090 – Senior Probation Officer and 5065 – Deputy Probation Officer shall be compensated for overtime in accordance with Section 2.B.3.a. above.

5. Employees who normally receive cash compensation for overtime may, with the approval of the appointing authority, receive compensatory time off for overtime instead of cash compensation except that the appointing authority may require the payment of overtime in cash for employees in classifications designated "N" as the O/T Code in Appendix B of this Agreement if the employee's accumulation of compensatory time hours exceeds eighty (80).

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

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

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

2. 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.

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

4. An employee, who has reached eighty percent (80%) of the maximum accrual limit of compensatory time off, may request the appointing authority to pay off a specified amount of FLSA ("N" coded) compensatory time which was earned and credited while actually working in an overtime status. When pay off is approved by the appointing authority, it shall be paid on an hour for hour basis at the employee's current rate.

5. Employees who are laid off shall receive compensation for unused compensatory time earned after April 15, 1986, for time actually worked not exceeding one hundred twenty (120) FLSA and/or forty (40) non-FLSA hours in accordance with Article 11., Section 11., Paragraph I. of this Agreement.

6. 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, such employee shall be given a one-year period after such transfer or demotion to reduce accumulated compensatory time off to the lower maximum accumulation. This shall not be applicable to promotions.

7. Transition Period.

In order to allow sufficient time for employees to bring their balances within the maximum accrual limits for both FLSA and non-FLSA compensatory time accrual, the employee shall have until June 30, 2007 to bring balances into compliance. Failure to do so will result in the loss of any non-FLSA hours in excess of forty (40) hours in KRONOS.

Section 3. Call-Back Work

1. Call-back work is work required of an employee who, following completion of the employee's workday and departure from the 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, shall constitute call-back work. Upon mutual agreement between the employee and the appointing authority, call-back may be used to delay the start of the next work day, unless such shift or work day falls within a subsequent work week or work period for employees in classes with overtime designator "N".

2. Employees who are called back shall be compensated at time and one-half (1½) cash for a minimum of three (3) hours when called back.

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

Section 4. Schedule of Hours at Institutions – Kearny Mesa Juvenile Detention Facility and East Mesa Juvenile Detention Facility Shift Preference

A. Scheduling of hours of work at institutional facilities, Adult and Juvenile, are determined on the basis of service delivery needs, location and staffing allocations. Any change from current practice will be for good cause and the Department will meet and confer with the Union prior to effecting any change.

Kearny Mesa Juvenile Detention Facility and East Mesa Juvenile Detention Facility are separate and distinct facilities.

B. East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility Scheduling

1. Seniority defined:

a. Seniority at East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility shall be according to time in the employee's present classification.

b. Where time in classification is the same, time in East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility shall be the determining factor.

c. When time in East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility is the same, time with the Probation Department shall be the determining factor.

d. For purposes of scheduling at East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility, time in classification shall include time in the classification which by reclassification became the present classification, and time with the Department shall include time at the former Department of Honor Camps.

e. Seniority shall not apply for purposes of scheduling at East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility for Correctional Deputy Probation Officer I serving a probationary period until he/she has achieved mid point in the probationary period.

2. Scheduling Process:

a. Staff members may submit unit assignment requests and schedule preferences in writing to the scheduling supervisor or unit supervisor if a change in assignments is desired.

b. East Mesa Juvenile Detention Facility and Kearny Mesa Juvenile Detention Facility administration will make unit assignments and determine the hours of work on the primary basis of service delivery needs and staffing allocations. Seniority will be considered in making such assignments.

c. Seniority will be used within the assigned unit, for determining days off except that late night staff positions will be assigned on a scheduled three (3) month basis with rotating days off. (Late night positions defined as those with shifts starting on or after 10:00 p.m.)

d. Staff in late night positions will be allowed to trade days off provided there is mutual agreement; however, this will not change their place in the regular rotation cycle. Those who have agreed to trade will simply work each other's shift for that three (3) month period only, and then will move to their next position in the rotation.

Section 5. Night Shift Premium

Night shift premium is compensation for employees who work a scheduled night or graveyard shift when more than half of the hours of such shifts occur between the hours of 5:00 p.m. and 8:00 a.m. Compensation for working such established shifts shall be seventy-five cents ($.75) per hour for both second (night) shift and third (graveyard) shift.

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 dollar ($30) premium in addition to the prescribed biweekly salary for such employee's classification. This in no way affects an employee's right to the callback or overtime provisions of this Memorandum of Agreement. Relief officers are exempt from this provision for non-routine shift change compensation.

Section 7. Less than Full-time Work Provisions

A. Less than full-time regularly scheduled positions may be made available for specific units within Probation. Department approval for less than full-time work schedules will be based on the Deputy Chief's determination of suitability of such work components within their service.

B. Employees may apply for a less than full-time position with the Deputy Chief Probation Officer of their respective Service. Each employee applying shall be required to contract to work the less than full-time schedule for a minimum of three (3) months. Less than full-time employees shall agree to be activated to full-time schedule at the discretion of the appointing authority or his/her designee.

C. Less than full-time employees shall have the option of returning to full-time positions after three (3) months. To do so, they must request in writing a full-time position and such request shall have precedence over hiring and rehiring of any full-time Probation Officers.

Section 8. Temporary Assignment Compensation

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

A. The Director, Department of Human Resources, has approved the appointing authority's request for temporary assignment prior to the assignment being made.

B. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.

C. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class.

D. The assignment must be for over three (3) weeks, but must not exceed twenty-six (26) weeks.

E. The employee so assigned shall be compensated by receiving, in addition to base rate of compensation which has been established for his/her current class, a "bonus rate." This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class, and shall be paid from the first day of assignment.

F. The amount of the "bonus rate" in Section 8.E. is determined by:

1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or

2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one (1) step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent (5%) or more when rounded to the nearest tenth (1/10th) of a percent.

Section 9. Employees on Eighty-Four (84) Hour Schedule

A. The appointing authority may assign an employee in the specified classes to a normal work schedule of seven (7) workdays and seven (7) off-duty days or six (6) workdays and eight (8) off-duty days at Juvenile Institutions per work period, in which event the employee's compensation shall be based on a full-time schedule of eighty-four (84) working hours per work period, and

1. During each of the workdays the employee shall be required to work at least ten (10) hours at Juvenile Institutions.

2. Such employee may be authorized by the appointing authority to be absent from the place of duty during the employee's non-work period, provided the employee shall complete the hours of work in Section 9.A.1 above required at the place of duty.

B. Sick leave and vacation leave balances shall not be recalculated upon changing from an eighty-four (84) hour schedule to an eighty (80) hour schedule and vice versa.

Section 10. Institutional Employees Premium

An employee in Classes 5065, 5068, 5069 or 5090, with a normal full-time schedule of eighty (80) or eighty-four (84) working hours biweekly pay period who works in a twenty four (24) hour institutional assignment shall be paid at a rate which is two and one-half percent (2.5%) higher than their hourly rate.

Section 11. Training Differential

Eligible employees shall receive a training differential of one dollar and seventy-five cents ($1.75) per hour when assigned to instruct a class. This premium shall not apply toward paid time off or terminal payoff.

Section 12. Shift Leader Premium

Eligible employees shall receive a differential of one dollar and seventy-five cents ($1.75) per hour when assigned as a shift-leader. This premium shall not apply toward paid time off or terminal payoff.

Section 13. Flextime

A. Flextime is defined as a method whereby the employee, consistent with operational staffing needs and with prior Director approval, is permitted to realign his/her eight (8) hour day by having selected his/her arrival and departure times, these becoming the individual's normal scheduled working hours. A copy of the schedule shall be retained by the supervisor. Reporting and departure times are not to vary from the individual's posted schedule. Individual applications for flextime shall not be denied without good cause.

B. Basic work period will consist of fourteen (14) consecutive days within which is included four (4) days of rest in a fourteen (14) consecutive day period.

C. Probationary employees will not be eligible to participate in flextime. Individual exceptions may be granted by the Service Director when necessary, provided that adequate schedules exist for employee evaluation.

D. The controls necessitated by organizational policy, by law, and by the needs of the service that the employee performs are:

   1. The eighty-four (84) hours required by a work period must be worked during that work period.

   2. The employee shall work within a certain band width which shall extend from 7:00 a.m. to 7:00 p.m., exceptions allowed only by prior supervisory approval.

3. Employees assigned to telecommuting positions shall work within a certain band width which shall extend from 6:00 a.m. to 8:00 p.m., exceptions allowed only by prior supervisory approval. Such employees shall not be eligible for a night shift premium as described in Article 5, Section 5, Night Shift Premium above.

4. The employee shall not exceed eight (8) hours of work a day without prior supervisory approval.

5. The employee shall take and complete a lunch of at least one-half (½) hour.

6. Employees shall have written approval from their supervisors in advance of any exceptions to their normal scheduled working hours.

E. Supervisors have the responsibility to see that adequate coverage is provided for the operation of their units during the hours worked by members of a unit so as to ensure proper service and output of work. Supervisors will shift arrival and departure times with a partner supervisor in same or similar work functions at the same location to coincide with arrival and departure of those employees under their supervision.

1. Any office with three (3) or less units must have a Duty Supervisor present during scheduled working hours.

2. In larger offices, more than one (1) Duty Supervisor may be required by the Director of that office during scheduled work hours.

3. With prior approval of the Director, a Senior Probation Officer may act as Duty Supervisor.

4. Buildings will maintain their present operating hours.

F. Department approval for flextime work scheduling for specific work elements will be based on one or more of the following:

1. Dollar savings to the County, or

2. Increased efficiency which is demonstrable, or

3. More effective department operations with benefits to the County, or

4. Improved services to the public.

G. Subject to the grievance procedure, an employee may be removed from flextime for cause. Causes for removal from the flextime program may include, but are not limited to the following: (Disciplinary action is not limited to removal.)

1. Chronic tardiness.
2. Excessive absences.
3. Misuse of County time.
4. Not meeting work standards.
5. Excessive accumulation and use of compensatory time.
6. Movement to a new work assignment where the employee needs to be trained in a new work function.

Section 14. Production Standards - Field Services

A. The Service Deputy Chief shall provide in writing to the Union, production standards for individual work elements within Field Services. The Union will be notified of any significant changes to such standards. Following Board of Supervisors adoption of the budget, the Department will provide to the Union a written synopsis of the original Departmental budget proposal to the CAO. This synopsis will include the staffing levels requested for Juvenile and Adult Field Services and the projected workload as provided to the CAO.

B. The Service Deputy Chief shall provide in writing to the Union production standards for individual work elements within field services. The Union will be notified of any significant changes to such standards.

C. With respect to equitable workload distribution, when the Union asserts that there is a significant variation in the equitable distribution of workload within a work element, the Union shall provide written notice to the Service Director of such assertion. The Service Deputy Chief shall within five (5) working days of receipt of the notice, meet with the Union to investigate the assertion, and correct the variation if found to exist. Corrective action, if warranted, shall include a written notice to the Union of the steps taken and/or proposed to alleviate the inequitable workload distribution.

D. 1. Should the workload exceed the yardstick on which budgetary determinations are made, an employee's performance will be judged on ability and performance, with a consideration of the impact of any excess workload on the employee's performance.

2. In order to supplement the existing methods of workload assessment, the Director of the Service in which the excess workload situation exists will upon mutual agreement meet with the Union for the purpose of exchanging ideas as to how the situation can be adjusted by means of improving efficiency and by temporary adjustment of work requirements. This Section shall not be

construed to impose any obligation on either party to meet and confer pursuant to Government Code Section 3505.

Section 15. Bilingual Premium

A. In order to ensure an adequate level of bilingual proficiency, the Department of Human Resources may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is thirty-two dollars and thirty cents ($32.30) biweekly; $0.40375 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 eighty (80) hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). The fifty percent (50%) usage requirement shall mean the actual time spent covering or interpreting in a second language.

Class B: The rate of Class B bilingual skills is sixteen dollars and fifteen cents ($16.15) biweekly; $0.20875 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 eighty (80) hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent covering or interpreting in a second language.

B. 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.

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

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

Section 16. Armed Unit Differential

Eligible employees assigned to a position in an Armed Unit that requires the carrying of a firearm shall be paid at a rate, which is two and one-half percent (2.5%) higher than their hourly rate. This premium shall be paid for time worked only and shall not apply toward terminal payoff.

Eligible Classes:
5065 – Deputy Probation Officer
5068 – Correctional Deputy Probation Officer I
5069 – Correctional Deputy Probation Officer II
5090 – Senior Probation Officer

ARTICLE 6. PAID LEAVES

Section 1. Holidays and Holiday Compensation

A. The County shall observe the following holidays:

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

Holidays which fall on Sunday shall be observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday.

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.

B. 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 the employee and the appointing authority.

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

These holidays are not subject to terminal leave pay.

C. 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 not to exceed eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10th) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

D. Compensation for Holidays Worked

Employees in classes coded to receive overtime at time and one-half (1½) who are required to work on a day observed by the County as a holiday, shall be compensated at time and one-half (1½) times the employee's base hourly rate for each hour worked on the holiday up to a maximum of eight (8) hours, or one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period, whichever is less. Time worked in excess of eight (8) hours on a holiday shall be compensated in accordance with Article 3, Section 4, Overtime Work and Compensation. Employees in classes coded to receive overtime at straight time compensatory time shall be compensated, for each hour worked on a holiday, one (1) hour of compensatory time or cash, not to exceed one-tenth (1/10th) of the number of regularly scheduled hours in the employee's biweekly pay period. Time worked in excess of eight (8) hours on a holiday shall be compensated in accordance with Article 5, Section 2, Overtime Work and Compensation.

E. Holiday Occurring on a Scheduled Day Off

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

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

F. Holiday Schedule for Court Officers

1. Probation Department employees assigned as Adult Service Court Officers and to the Juvenile Court Unit shall receive those specific holidays observed by the courts even if these holidays are not observed by other County offices and departments; and

2. Said employees shall not receive any holiday observed by County offices and departments which is not also observed by the courts; and

3. In the event that the total number of holidays observed by the courts is less than the number of holidays observed by other County offices and departments, said employees shall receive a number of floating holidays which is equal to the difference.

G. Holiday Compensation - Twenty-Four (24) Hour Operations

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

Instead, the employees, who are assigned to work shifts on December 25 and January 1, will receive holiday compensation pursuant to Section 1.D 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.E, but will receive the equivalent of one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period.

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

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

2. 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 (1) year (twelve (12) months) of continuous paid service in his/her current employment.

B. Earnings

1. Eligible employees earn vacation credit as follows:

Years of Continuous Service During Present Employment	Vacation Credit For Each Hour of Regularly Scheduled Paid Service	Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Less than 5	3.846% of working hr	80 hrs/10 work days
5 to 15	5.769% of working hr	120 hrs/15 work days
15 or more	7.692% of working hr	160 hrs/20 work days

2. 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.

3. 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.

C. Granting Requests, Schedules

The time when vacation shall be taken shall be determined by the Appointing Authority. Vacation schedules shall be arranged by the Appointing Authority with particular regard to the needs of the service and, so far as possible, with the wishes of the employee. Vacation time may commence any hour of any day of the week and shall consist of consecutive working hours.

The Appointing Authority recognizes the value of vacation leave for the overall well being of the employee. When vacation requests are granted, the Appointing Authority agrees not to interrupt the period of time requested or schedule the employee to work on his/her normally scheduled days off immediately preceding or following the approved vacation, except in cases of emergency.

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.

D. Maximum Allowable Accumulation

Effective January 11, 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. California Labor Code Section 4850 Exception

Notwithstanding Section 2.E.3. above, an employee who is on California Labor Code Section 4850 time 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 payment as described in Section 2.E. above.

H. Vacation Credits at Separation from County Service

1. 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.

2. 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.

3. Vacation Credits

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

I. ★Anti-Terrorist Campaigns Leave Exceptions

An employee who is on Anti-Terrorist Campaigns Leave in support of Operation Enduring Freedom and is, or imminently will be, foregoing 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

A. Definition

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.

B. Eligibility

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

C. 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.

D. 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 to care for a member of the employee's immediate family (as

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defined in Paragraph C. below). In addition, if the employee requests sick leave in excess of eighty (80) hours in order to care or arrange care for a member of his/her immediate family who is critically or terminally ill, additional sick leave is available to the employee when granted by the appointing authority upon receipt of satisfactory verification from a physician.

A. Eligibility

Employees eligible to earn sick leave are those employees who are paid at a biweekly rate, and who have regularly scheduled paid service of not less than one-half (½) of the standard eighty (80) hour pay period.

B. Earnings

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

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 (1/10th) of one (1) 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 prior to or during the employee's absence.

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 Paragraph 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. Workers' Compensation Leave and Light Duty

A. Workers' Compensation and Leave

1. An employee shall not, through a combination of temporary disability indemnity payments and paid sick 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.

B. 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)

A. Definition

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, or Municipal Court located within San Diego County or within employee's county of residence.

B. 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.

C. Duration of Leave

Leave is granted for the time the employee is in attendance at court together with reasonable travel time between court and the employee's work location. If attendance at court is for less than a full day, the employee is to return to work, provided that adequate time exists prior to the end of the employee's regular work shift for the employee to so return.

D. Release Time

Employees assigned to jury duty must provide notice to management within three (3) working days of receipt of the jury summons.

An employee selected as a juror may request a change in regularly scheduled working hours to a Monday through Friday day shift, or other mutually agreed schedule for the duration of such jury duty. Such requests shall be granted if practicable. Non-routine shift change compensation shall not apply to such reassignment.

Section 7. Military Leave

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

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

Section 8. 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 Sections 8.B and C above, the employee shall not be eligible to be placed on administrative leave if:

1. The appointing authority is able to avert the occurrence of the circumstances specified under Sections 8.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 8.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 Section 8.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 9. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one (1) 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 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 and forty (1,040) hours. Total leave credits in excess of one thousand and forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.

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

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

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

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

Section 10. Appeal of Disputes: Paid Leaves

Disputes which arise concerning the application or interpretation of the paid and 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 7. ASSOCIATION PRESIDENT'S LEAVE

The Probation Officers' Association President shall be allowed release time from regularly scheduled duties for the purpose of Association/Union business pertaining to the County of San Diego. Such release time is for a maximum of eighty (80) hours in a work period as defined in the Memorandum of Agreement (MOA) and two thousand and eighty (2,080) hours per fiscal year.

1. Requesting Leave

SEIU, Local 221 shall direct the request for release time to the Chief Probation Officer in writing at least thirty (30) days prior to the period of the specified requested leave, in order to allow time to arrange sufficient relief if required. Less than thirty (30) days notice will be acceptable to the Department provided operational needs have been addressed.

2. Leave Accounting

Leave Accounting will be established for the administration of this program. Each employee in the PO unit who has paid service in Payroll 02 of each year, will have an equal number of hours deducted from their twenty-four (24) hours Floating Holiday time in Payroll 03. The initial leave deduction will take place in Payroll 03 of FY 06/07.

Successive years will be prorated as determined by leave usage.

Upon request, leave usage reports will be made available to the Probation Officers' Association/SEIU, Local 221.

3. Compensation & Benefits

The released POA President will use leave while performing as the Association President and be compensated at his/her base rate of pay exclusive of any previously held specialty assignments or premium pay for duties not being performed while on Association President's Leave. The Association President will be eligible for all applicable employee benefits of a regular employee.

Base Rate Pay includes the following, provided eligibility requirement to participate have been met:

- Quality First Program, Article 4, Section 1.E.

The following premiums are excluded from the Base Rate Pay:

- Temporary Assignment Pay
- Bilingual Pay
- Armed Unit Differential
- Institutional Employees Premium
- Night Shift Premium
- Non-routine Shift Change Compensation
- Canine Assignment

- Canine Allowance
- Training Premium
- Shift Leader Premium

The released POA President on such leave will not be eligible for any previously held assignment benefits including the use of County vehicles.

Although overtime is not contemplated while on Association President's Leave, in those instances where overtime becomes necessary in the capacity as an employee of the County, performing County business, the POA President shall request and obtain approval from the Chief Probation Officer or designee in advance of working such overtime.

4. Leave Balances

When using approved vacation, sick leave, floating holiday, FLSA or non-FLSA time, leave credit deduction will be made from the POA President's appropriate balances.

5. Return to Duty

If the POA President is assigned to incidental training, emergency duty, or other necessary duty, he/she will be compensated by the County in accordance with the MOA.

6. Expiration of Leave

At the conclusion of POA President's Leave, the POA President shall be returned to duties associated with his/her job classification with no guarantee to any previously held specialty assignments or premium pay.

7. Disputes

The POA President's Leave and its administration and rules shall not be subject to appeal under the Grievance Procedure of the MOA.

ARTICLE 8. UNPAID LEAVES

Section 1. Leave of Absence Without Pay

A permanent employee may be granted leave without pay for a maximum of two (2) years at the option of the appointing authority. This leave may be granted for one (1) year of

leave without pay with right to return and considered for an extension of one (1) year of leave without pay without right to return (See Article 8, Section 1); or leave without pay may also be granted for one (1) year of leave without right to return and considered for an extension of one year (1) of leave without right to return (See Article 8, Section 1.B). If, at the expiration of a leave without pay over thirty (30) days in duration, the employee has not provided written notification to Probation Personnel of his or her request to return thirty (30) days before the leave is due to expire, the employee will be deemed to have resigned and retain only those rights afforded any employee who resigns in good standing.

A. Leave Without Pay with Right of Return

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

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

   a. Leave without pay for a maximum of sixty (60) workdays.

   b. Leave without pay to accept a temporary appointment (includes provisional appointments) to a classified or unclassified position in another County department. Such leave shall be for a maximum of thirteen (13) biweekly pay periods. The employee shall not be required to exhaust all his/her vacation and compensatory time before commencing this type of leave.

      (For the foregoing leaves Article 8, Section 1.A and Article 8, Section 1.B, an employee shall have the right to return to the same class in the same Service/Division in the department in which the leave was granted.)

   c. 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 (maternity leave generally will be for a maximum of twelve (12) weeks from delivery), 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. While on this additional leave, the employee shall have the right to the first vacancy in the class in the department.

B. Leave Without Pay without Right to Return

At the discretion of the appointing authority, and approval of the Director, Department of Human Resources, an employee may be granted leave without pay

for good cause, other than illness, up to one (1) year. Such leave may be extended a maximum of one (1) year by the Director, Department of Human Resources, if circumstances warrant. At the expiration of leave without pay without right to return an employee shall have the right to the first vacancy in the class in the department.

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 (1) full regular workday for the eligible employee (e.g., 8, 9, 10, or 12 hours).

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

3. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one (1) regular pay period for the eligible employee.

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

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

6. Employees shall not be required to use accumulated vacation and compensatory time off prior to taking this special unpaid leave.

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

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

9. Work furlough shall not be granted retroactively.

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. The employee shall not be required to use accumulated vacation and compensatory time off prior to taking this type of leave.

2. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who has fewer layoff 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 after exhaustion of the reinstatement list for that class.

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

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

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

6. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave, but that the employee may continue such coverage at 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 ★ **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)**,

★ Letter of Understanding signed 7/25/07

thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave and who meet all the eligibility requirements of the FMLA or the CFRA.

C. Conditions

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

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

3. If an employee is requesting leave for more than three (3) days due to his or her own serious health condition or a serious health condition of a family member, he or she 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 his/her share of 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 his/her return to work.

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

7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid

leave, the employee may not be entitled to return to his or her 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

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

ARTICLE 9. ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1. Uniform Allowance

The appointing authority shall require employees assigned to East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility, the Girls Rehabilitation Facility, Juvenile Ranch Facility, Work Project and the Armed Units to purchase and maintain uniforms and equipment as specified by the Probation Department.

The County agrees to supply all safety equipment determined to be necessary for the employee to perform his/her job.

Initial Issue: Employees newly hired or newly assigned to Camp Barrett, Work Project, East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility, the Girls Rehabilitation Facility, Juvenile Ranch Facility, or Armed Units shall be reimbursed for an amount not to exceed the following:

Juvenile Ranch Facility	$450
Camp Barrett.....	$700
Work Project – CDPO I & II.....	$700
Work Project – Senior Probation Officer	$300
East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility & Girls Rehabilitation	$300
Armed Units	$250

A. Special Qualifications

1. Employees transferring from one work location to another work location where different uniforms are required shall receive the initial uniform

allowance described above, except that employees transferring from a Juvenile Camp Facility to East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility or the Girls Rehabilitation Facility are not eligible for an initial allowance at the new work location.

2. Employees who are separated during the probationary period are required to return all uniforms and patches for which reimbursement was paid or issued to a place designated by the Chief Probation Officer.

B. Maintenance

The appointing authority shall require employees to purchase and maintain uniforms and equipment as specified.

1. For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday for Payroll 05 of each fiscal year: pay a uniform maintenance allowance to an employee who is in an eligible class in Payroll 04 of the fiscal year, and is currently in an assignment requiring a uniform during all or a portion of the preceding twenty-six (26) pay periods as provided in Section 1.B.2 below.

2. For purposes of computing the correct prorated payment amount, three-thirds (3/3) of the maintenance allowance is as follows:

Juvenile Ranch Facility	$350
Camp Barrett	$550
Work Project – CDPO I & II	$550
Work Project – Senior Probation Officer	$300
East Mesa Juvenile Detention Facility, Kearny Mesa Detention Facility & Girls Rehabilitation	$300
Armed Units	$250

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

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

Section 2. Private Mileage and Use of County Cars

A. An employee must be certified by the Department Head as required and be authorized to travel on County business to become eligible for using County vehicles.

Employees who are required to have a Class 2 (B) driver's license will be reimbursed for the amount of the fee that exceeds the fee for a Class 3 (C) driver's license.

B. An employee must be certified by the Department Head as required to travel on County business and be authorized to use a privately-owned automobile or truck to become eligible to receive a reimbursement at rates set below upon using a privately-owned automobile or truck on County business.

C. The County will not require an employee to use an unsafe County vehicle.

D. 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.

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

Section 3. Parking and Transportation

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

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

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

C. Transportation Reimbursement for Certain Downtown Locations and Bus Pass Benefit

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 after 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 4. County-Owned and Maintained Housing Facilities

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

Section 5. Maintenance and Meals in County Facilities

A. The following employees regularly assigned to Juvenile Institutions shall be furnished meals served during the scheduled work day as part of their compensation: Senior Probation Officers, Deputy Probation Officers, Correctional Deputy Probation Officers.

B. The following employees regularly assigned to Camp Barrett and Juvenile Ranch Facility shall be provided housing during their scheduled work shift: Senior Probation Officers, Deputy Probation Officers, Correctional Deputy Probation Officers.

C. Other regularly assigned personnel on duty at the San Diego County Juvenile Probation Institutions who are provided full or part-time maintenance shall be furnished such maintenance without charge, subject to the approval of the Chief Probation Officer.

D. County employees and other persons employed without pay in furnishing advice, counsel, or assistance which is of benefit to the educational programs at the San Diego County Juvenile Probation Institutions may be provided meals or be housed in the dormitory or guesthouse buildings from time to time without charge subject to the approval of the Chief Probation Officer.

Section 6. 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 dollars ($1,000) for any single training session or related series of training sessions will be reimbursed to the County if the employee voluntarily terminates prior to one (1) year for any reason other than death or disability retirement.

C. Training costs shall be calculated to include:

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

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

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

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

Section 7. Canine Assignment

The appointing authority may assign an employee to a canine assignment. The duties of an employee assigned to such assignment shall include training, exercise, procuring food and supplies, veterinarian visits, feeding and grooming and other authorized activities. Employees assigned to canine assignments shall be allowed seven (7) hours per standard work period for the activities cited in the preceding paragraph with their assigned dog(s). Such time will be scheduled within each standard work period as determined by the Probation Officer.

Canine care activities time shall be paid at the employee's current wage rate including applicable premiums and bonuses and is inclusive of any additional or extraordinary time spent on such canine care activities.

Section 8. Canine Allowance

The appointing authority may designate an employee to keep and maintain a dog for use in the Probation Department's canine program. For employees so designated who do actually maintain a County-owned dog, the County will pay all costs concerning veterinary costs, food, supplies, dog shelter and any other approved expense relating to the maintenance of the dog. Employees who are compensated under this provision shall keep all required immunizations and licenses current for the dog.

ARTICLE 10. EMPLOYEE BENEFITS

Section 1. Retirement

The County shall pay the rate prescribed for employer contributions into the General or Safety 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 succeeding fiscal year from the date the recommendation is made.

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

Retirement benefits for employees hired on or after March 8, 2002, 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. Formula Enhancement – Three Percent (3.0%) @ 50 And Full Conversion To Safety Retirement For Safety Members

Effective March 8, 2002 (or upon satisfaction of all contingencies contained in County Proposal “A”, whichever is later), the Safety Retirement Program for Tier I eligible employees, shall be enhanced to a three percent (3.0%) at age fifty (50) formula and safety members shall be converted to full safety retirement consistent with law and subject to the rules and regulations of the San Diego County Employees Retirement Association.

The County shall pay the accrued liability for previous safety service before March 8, 2002 or such later date for the three percent (3.0%) @ 50 formula enhancement and pay for the accrued liability for conversion to full safety retirement. Any active safety member who was converted to safety membership on January 1, 1999 and who has

paid or is currently paying to convert their previous general membership, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8, 2002, or within sixty (60) days after the effective date of this provision, whichever is later. The County will provide rules and forms for implementing the reimbursement claim payment.

In addition, the County shall pay the normal cost increase for prospective safety service for the three percent (3.0%) @ 50 rates only prescribed for contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such contributions. Notwithstanding the provisions of "A", the employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

B. The County and the Union acknowledge that all provisions of this Agreement, including Article 9, Section 1, 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 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.

D. The Board of Supervisors shall, not later than ninety (90) days after the beginning of the immediately succeeding fiscal year, adjust the rates of interest, the rates of contributions of members, and County and District appropriations in accordance with the recommendations of the Board, but shall not fix them in such amounts as to reduce the individual benefits provided in the County Employees' Retirement Law of 1937, as amended.

E. Retirement Offset

1. The County shall adopt the employee contribution rates set as recommended by the Board of Retirement. The employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General or Safety benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions, excepting that for the PO unit, unless modified by Section 1.E.2 herein below, the County shall contribute two and one-half percent (2.5%) of each General employee's prescribed amount, but no more than the employee's established rate, to the fund on behalf of the General employee covered by the agreement. In the event that the employee's rate is

less than two and one-half percent (2.5%), the employee shall not be credited with the difference. Effective March 8, 2002, the County shall increase the County's contribution to five percent (5.0%) and on June 28, 2002, the County shall increase the County's contribution to five and one-half percent (5.5%).

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.E.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 Paragraph 2.a above, shall receive the full retirement offset established in Section 1.E.1 above.

c. Notwithstanding Section 1.E.2 (a) and (b) above, the County has the right to:

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

ii. implement such determinations as the County deems advisable.

Section 2. Insurance/Flexible Benefits Plan

Eligibility: Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis 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 and who submits satisfactory “proof of health insurance” coverage may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the “employee only” County contribution amount available to apply toward the employee's Flexible Benefits Plan during the employee's active employment.

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 insurance 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.

B. Employee Insurance Coverage During Leaves of Absence

1. Life Insurance

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

b. 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.

2. Medical Insurance

a. In accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 (Pub. L. 99-272), employees may also continue their health, dental and/or vision insurance coverage for up to eighteen (18) full months following the month in which the leave commenced.

b. 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.

c. The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical insurance shall pay one hundred and two percent (102%) of the applicable premium and shall be subject to the same administrative requirements as all other COBRA group plan members. Premiums will be calculated and paid by the employee at least one (1) month in advance.

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

C. Life Insurance

1. 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.

2. An eligible employee may purchase additional supplemental life insurance coverage at the employee's expense. Such additional purchases are subject to the terms of the County's insurance provider and the rules and regulations of the Auditor and Controller.

D. 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 11. PERSONNEL PRACTICES

Section 1. Transfer Definitions

The definitions provided herein shall apply to transfers of employees in the Probation Department and shall not necessarily be applicable to any other provision of this Agreement or other Probation Department operations.

A. Administrative Transfer

Administrative Transfers are transfers of employees within the department which are initiated and implemented by the Department.

B. Hardship Transfer

A Hardship Transfer is a transfer caused by a situation, condition, experience, or task almost beyond one's ability to suffer, surmount or solve and often beyond one's power to control.

C. Inter-Service Transfer

An Inter-Service Transfer is a transfer of an employee from one position assignment within a Probation Service to another position assignment in another Probation Service.

D. Intra-Service Transfer

An Intra-Service Transfer is a transfer of an employee from one position assignment within a Probation Service to another position assignment within the same Probation Service.

E. Position Assignment

A Position Assignment is time worked by an employee in a given position within a Probation Service.

F. Probation Service

A Probation Service is one of the major organizational components of the Probation Department, specifically: Adult Field Service, Juvenile Field Service or Institutional Services.

G. Seniority

Time served, or seniority, will be based on continuous service. All seniority is lost upon resignation or dismissal. Time served prior to a break in service will not count

toward seniority time in classification, service and/or department with the exception of rights granted an employee through the County's layoff rules and procedures. Seniority for transfers shall be defined as follows:

1. Time in Classification: An employee with the greatest amount of time in the classification shall be determined to be the most senior employee.

2. Time in Department: In the event two (2) or more employees have equal amounts of time in classification, the employee with the greatest amount of time in the Department shall be determined to be the most senior employee.

3. Time in County Service: In the event two (2) or more employees have equal amounts of time in classification and time in Department, the employee with the greatest amount of time in County Service shall be determined to be the most senior employee.

H. Voluntary Transfer

A Voluntary Transfer is a transfer of an employee which was requested by the employee and implemented by the Department.

Section 2. Administrative Transfers

Administrative Transfers are initiated by the Department and are based upon Department needs or any other reason necessary to ensure adequate levels of service to the public. The Chief Probation Officer or the Chief Probation Officer's designee shall initiate and implement an Intra-Service or Inter-Service Transfer of an appropriate employee.

A. Upon determining to initiate and implement an Administrative Transfer, the Chief Probation Officer or the Chief Probation Officer's designee shall provide advance notice to the affected employee prior to officially announcing such a transfer.

B. An employee who is administratively transferred shall maintain his or her time in the prior Service for purposes of computing seniority for subsequent voluntary transfers.

An employee who is administratively transferred may file a voluntary transfer request immediately upon receiving notice of the administrative transfer.

C. An employee may be administratively transferred for purposes of assisting in the resolution of circumstances related to disciplinary action.

D. Intra-Service or Inter-Service Transfers have no time certain as to duration.

E. The standards in Section 1.G. of this Article shall be applied only in that instance when seniority is used as the sole criteria for determining an administrative transfer, in which case the affected employee(s) shall be so advised.

Section 3. Voluntary Transfers

Upon the approval of the Chief Probation Officer or the Chief Probation Officer's designee, an employee may be granted a transfer provided that the employee is eligible and has applied for such a transfer by submitting the form "Transfer Request" (Probation Department Form 502) to the Departmental Personnel Officer within the previous twelve-month period.

A. Consideration in Filling Vacancies

Prior to initiating an Administrative Transfer or using an eligible list for new employees to fill a vacancy, the Department will consider all applications for voluntary transfer which have been filed with the Departmental Personnel Officer and shall note on the transfer request form the date on which that consideration occurred. Vacancies in specialized positions which require special skills, knowledge or abilities required by the Department shall be exempt from the provisions of this Section and shall be filled by the Department in the manner appropriate to the circumstances of such a specialized vacancy. The special nature of said vacancy requiring exemption shall be identified in any announcement regarding the position.

B. Applying for Voluntary Transfer

Vacancies in specific positions and services will not necessarily be noticed or posted by the Department. However, every reasonable effort shall be made to publish a list of vacant Department positions on a monthly basis. A Departmental designee shall be responsible for compiling that publication which shall be distributed to all Departmental work locations by the Union. Employees who wish to be considered for a voluntary transfer of position assignment shall comply with such application/request requirements as may be required by the Service Director for consideration of such transfers. Eligible employees who wish to be considered for a voluntary transfer shall file a Probation Department Form 502 with the Personnel Officer which specifies the Service to which the employee wishes to transfer. In addition, the employee may state, his or her preference for a specific assignment within the service to which the employee wishes to transfer.

C. Eligibility for Voluntary Transfer

Employees who are not probationary employees shall be eligible to apply for Voluntary Transfers to vacancies which occur in their own classifications. An employee who has requested and been granted a Voluntary Transfer shall not be eligible to apply for another Voluntary Transfer until the employee has served no

less than twelve (12) full months in the Service to which the employee was transferred. An employee who accepts a promotional appointment or a voluntary change in class status will be required to remain with the new Service assignment for a minimum of twelve (12) months and will not be eligible for voluntary transfer until the twelve (12) months of service has been completed.

D. Voluntary Transfer File

The Personnel Officer shall maintain a Voluntary Transfer File which shall be open to inspection by employees and authorized representatives of the Union. Information regarding the status of an employee's Transfer Request may be obtained from the Personnel Officer. The Personnel Officer shall purge from the Voluntary Transfer File all prior requests as of April 1st in each year.

E. Criteria for Approval of Voluntary Transfers

In filling a vacancy by Voluntary Transfer, seniority is a key factor. However, a performance evaluation with an overall rating of Needs Improvement or below; active performance improvement plan; or final disciplinary action (defined by Article 11, Section 6.A in the MOA) within the previous six (6) months may exclude an employee from consideration regardless of seniority.

F. Denial or Postponement of Voluntary Transfers

The Chief Probation Officer or the Chief Probation Officer's designee may deny or postpone a Voluntary Transfer request when the Chief Probation Officer or the Chief Probation Officer's designee has determined that it is necessary to deny or postpone approval of a transfer because of staffing requirements, cost considerations or public service requirements. Denial of a Voluntary Transfer request shall not be used as a form of discipline against an employee. An eligible employee who has been denied a Voluntary Transfer shall have the right of appeal through the grievance procedure.

G. Conditions of Approval

An employee who has had his or her Voluntary Transfer request approved shall be expected to make every effort to reduce his or her compensatory time accumulation to a minimum prior to the effective date of the transfer. An employee accepting a Voluntary Transfer shall do so with the understanding that in the event that his or her performance in the new assignment is not satisfactory, the employee may be returned to his or her former assignment or to another assignment by Administrative Transfer.

Section 4. Hardship Transfers

A. Definition

A situation, condition, experience, or task almost beyond one's ability to suffer, surmount or solve and often beyond one's power to control. Hardships may be temporary or permanent. A handicap that renders success more difficult in a certain position may be a hardship.

B. In the event that an employee wishes to request a transfer based on personal hardship, the following procedure shall apply:

Step 1: The employee shall submit a request in writing to the Department's Personnel Officer asking for transfer because of hardship. The employee shall specify the nature of the hardship and provide detailed documentation such as medical reports. If the Personnel Officer denies the request or fails within five (5) days from receipt of a request to make a response, the employee proceeds to the next step.

Step 2: The employee within five (5) days of receipt of the denial requests in writing that a hearing be held by the Chief Probation Officer or his designee. Such hearing shall be scheduled with five (5) working days unless time is waived by mutual agreement.

Step 3: The Chief Probation Officer, or his designee, following hearing, will within five (5) working days determine whether a hardship exists, what remedy is necessary if a hardship exists, and what time limitations may be established for remedy of the hardship. Decision of the Chief Probation Officer is final.

Step 4: The Chief Probation Officer, or his designee, if hardship exists and requires remedy, will administratively transfer the employee to a vacancy which remedies the situation or may in order of seniority administratively transfer another employee to create a vacancy for the "hardship" employee. Upon termination of the "hardship" period, the employees will be returned to their former Service, and to the extent possible, to their former position.

C. A person administratively transferred upon granting of a temporary hardship will not be considered for voluntary transfer or accrue seniority for transfer purpose during the interim of the hardship status.

D. Hardship Transfers are administrative in nature and take priority over any Voluntary Transfer provisions. Employees who are transferred as a result of a permanent "hardship" shall retain their rights to seniority as in any Administrative Transfer. Denial of a "Hardship" Transfer shall not be used as a disciplinary measure.

Section 5. Job Swap

A. Any employee may apply for a two (2) year duration Inter-Service swap to another Service assignment in the same class. The job swap is to a service only and does not preclude an employee being moved within that service. Employees who are STC certified in the new service may apply for a twelve (12) month duration Inter-Service swap between those services. Employees who are not STC certified in the new service may apply for an eighteen (18) month duration Inter-Service swap between those services. The employees who participate must have met the requirements of Article 11, Section 3.C.

B. Such applications shall be made on the standard transfer form and kept on file by the Departmental Personnel Officer.

C. When such application is matched by another application the swap shall be considered by the affected Service Deputy Chiefs. If more than one (1) such match is available, the Personnel Officer shall send matching applications in order of seniority rating to the affected Service Deputy Chiefs for their consideration.

D. Overall approval of such matched applications shall require the individual approval of each affected Service Deputy Chief, with the approval/disapproval of any matched applications at their sole discretion.

E. Each such swap of job assignments shall be for the period indicated on the application which is described in Paragraph A of this Section, following which the employees shall immediately be returned to their former field service or parent institution assignments. In the event of an impending abolition of one (1) or both of the swapped job assignments, both employees shall immediately be returned to their former assignments. This shall apply also in the event either employee has a change in job status, e.g., promotion, military service, etc. In the case of promotion the swap shall be rescinded prior to the promotion being made.

F. The second sentence of "Conditions of Approval" in Section 3.G of this Article shall apply to both employees so that unsatisfactory performance by either shall result in both being returned to their former field service or parent institution assignment. This shall also apply in the event that either becomes physically unable to perform the duties of the job assignment.

G. With the exception of transfer rights, each employee shall enjoy, for In-Service determinations only, the seniority privileges of the other at the new assignment relative to that new assignment.

H. If either party accepts a voluntary transfer while on the job swap, the job swap ends.

Section 6. Disciplinary Actions

A. Formal disciplinary actions consist of written reprimands, suspensions, reductions in rank or compensation, or removals and are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3.

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

C. If the Department takes disciplinary action against an employee, the Department shall furnish the employee a copy of all documents or written statements used by the Department as a basis for its action.

D. Before suspending, demoting, or removing an employee, the Department shall furnish the employee with timely notice of the proposed action and the reasons for the action.

E. The employee, (except in emergency circumstances as defined in Civil Service Rule 7.2.1(b)) shall have the right to respond to the Department. If the employee so desires he/she shall be entitled to a representative in the preparation and presentation of his/her response. The Charter of the County of San Diego and the Civil Service Rules shall govern those disciplinary actions which are appealable to the Civil Service Commission.

F. Reductions in rank or compensation, suspensions or removals are appealable to the Civil Service Commission.

G. Letters of warning and written reprimands are reviewable through the grievance procedure.

H. When an employee is suspended, the period of suspension shall be defined in terms of work days and work hours.

Section 7. Letters

A. Employees shall receive a copy of any adverse statement written by employee's supervisor or management concerning their own work performance or conduct.

B. Employees or a representative with the written consent of an employee may, with an appointment, inspect their own personnel file and/or site file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

Section 8. Emergent Complaint

A. When an emergent complaint (e.g., via telephone) charges the employee with behavior or conduct which can be refuted or verified through immediate investigation with the employee, such investigation may be initiated.

B. The employee shall be notified verbally prior to such investigation and confirmed by written communication. Upon completion of the investigation, the employee will be notified of the results. If the complaint proves to be unfounded, all records of the investigation shall be removed from the employee's files. It is recognized that the Department and County have the right to conduct such investigation without interference or participation of the employee, employee's representative or employee organization.

Section 9. Supervisors' Documentation of Employee Performance

A. Documentation

An employee will be provided with a copy of any written material concerning his or her performance of the kind which is known as "Record of Discussion." Such documentation must be accompanied by a discussion with the employee of the contents thereof. Upon the employee's request any such material will be reviewed and considered for purging twelve (12) months after the date of issuance.

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.

B. Rebuttal

The employee may add a rebuttal to such adverse material within thirty (30) calendar days. This shall be attached to the adverse material.

C. 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 his or her alternate schedule.

D. Performance Evaluations

All departments shall follow Department of Human Resources Policy 1003.

Section 10. Legal Representation

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

B. 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.

C. 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 11. 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, at a public meeting, by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

C. Notice of Layoff

1. DHR Notice to 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 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 last day of the full pay period beginning May 9, 1986. These points will constitute employee's layoff rating for the past, to which the points calculated for prospective implementation (standard layoff rating) will be added as provided below:

   Historical layoff rating: One (1) point for each hour of continuous (unbroken) service from last date employee was hired into the classified service (eighty (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 (a) 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 standard 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, or is required by the Fair Labor Standards Act.

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 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 any employee reinstated to the 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 12. Safety

The County and the Union agree that safe working conditions are the mutual responsibility of each employee and supervisor. Each employee has the responsibility to immediately report an unsafe working condition to 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 13. Maintenance

The County will maintain the gated, fenced parking lot at East Mesa Juvenile Detention Facility. The County shall provide, during the term of the MOA, and maintain a gated, fenced parking lot at Kearny Mesa Juvenile Detention Facility.

Section 14. Labor Management Committee

The parties agree to establish an ad hoc Labor Management Committee to be convened upon mutual agreement of the Union and the Department to address issues concerning employees covered by this Agreement.

1. This committee shall be composed of a coordinator and three (3) employee representatives and one (1) staff representative from the Union, and four (4) representatives from the County.

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

3. Issues to be discussed at meetings shall be submitted to the mutually designated committee coordinator along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number may be added to the meeting, subject to their availability.

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

Section 15. 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 (with 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 16. Drug and Alcohol Screening Program

All peace officers within the unit shall be subject to the use of random drug and alcohol screening pursuant to the testing procedures detailed in Department of Human Resources Policy and Procedures Manual Policy No. 1106 dated January 1, 1995 entitled "Omnibus Transportation Employee Testing Act of 1991" except that for purposes of random selection, sixty percent (60%) of the eligible pool shall be subject to random drug screening, and, twenty percent (20%) of the eligible pool shall be subject to random alcohol screening.

All Peace Officers within the Bargaining Unit shall be required to submit to a drug and alcohol screening at the direction of management when reasonable suspicion exists that the employee is under the influence of drugs or alcohol. In accordance with County and department policy, reasonable suspicion shall be established by the concurrence of two (2) or more trained management staff. Testing shall be authorized by the Chief Probation Officer or the division DCPO or his or her authorized delegate.

Section 17. Employee Recognition Programs

Employee recognition programs may be instituted in County departments. The purpose of such programs is 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.

ARTICLE 12. GRIEVANCE PROCEDURE

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

A. Definition

A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is established by this Agreement or by written departmental policy, written procedure, written rule, or written regulation. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;

2. Concerning Performance Reports;

3. Concerning any other subjects, unless the subject is covered by the expressed terms of this Agreement or departmental written policy, written procedure, written rule or written regulation that relates specifically to wages, hours, and other terms and conditions of employment.

B. Reviewable and Non-Reviewable Grievances

To be reviewable under this procedure, a grievance must:

1. Concern matters or incidents that have occurred.

2. Fall within the definition cited above in Paragraph A. of this procedure.

3. Arise out of a specific situation, act or acts complained of which fall within the definition cited in Paragraph A. above, which result in inequity or damage to the employee.

4. Specify the relief sought, which relief must be within the jurisdiction of the Department Head to grant in whole or in part.

C. The written grievance shall be submitted on a prescribed form.

Statement of Grievance. The grievance shall contain a statement of:

1. The specific portion or portions of the Agreement or departmental written policy, rule or regulation which the employee alleges has been violated;

2. The inequity or damage suffered by the employee as a result of the alleged violation; and

3. The relief sought.

D. The employee may choose someone to represent him/her at any step after Step 1 of this procedure, i.e., at any step after the informal discussion with his/her immediate supervisor. No person hearing a grievance need recognize more than one (1) representative for any employee at any one time, unless he/she so desires.

E. Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

F. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of the extension of time must be signed by both parties involved at the step to be extended.

G. Consolidation of Grievances

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall be handled as a single grievance.

H. Settlement

Any grievance or a portion thereof shall be considered settled at the completion of any step if the grievant is satisfied or if the grievant does not present the matter to a higher authority within the prescribed period of time. In the event the departmental respondent at any step fails to submit a written response in the prescribed time limits, the grievance shall be moved to the next successive step. In the event a portion of a grievance is resolved at any step in the procedure, the grievant shall state so upon presenting the unresolved portions of the grievance to the next step. The Department shall at each step respond, in writing, to each specific point left unresolved in the grievance.

I. Non-Reprisal

The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior, or Department Head.

J. Definition of Working Day

Whenever the term "working day" is used it refers to the working days of the person responding.

K. Limitation of Stale Grievances

A grievance shall be void unless presented within forty-five (45) calendar days from the date upon which the County has allegedly violated this Memorandum of Agreement, rule, regulation, etc., or within forty-five (45) calendar days from the time the employee might reasonably have been expected to have learned of such alleged violation. 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.

L. Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

1. The employee shall discuss his or her grievance with his or her immediate supervisor or their designee, or immediate supervisor and Probation Director or Probation Director equivalent level, at the grievant's option, after the discovery of the act or omission pursuant to Section A. of this procedure entitled "Definition," which caused the grievance.

2. Written Grievance to Supervisor - if after such discussion the grievance has not been resolved, the employee may reduce it to writing within seven (7) working days. Within seven (7) working days, the supervisor shall give a written decision to the employee.

3. Written Grievance to Deputy Chief Probation Officer or equivalent level - if the employee and supervisor cannot reach an agreement as a solution of the grievance or the employee has not received a decision within the seven (7) working days' limit, the employee may then within seven (7) working days, present the grievance to his/her Deputy Chief Probation Officer. At the employee's option, a grievance meeting shall be held at this level. The Deputy Chief Probation Officer or his/her designee shall hear the unresolved portions of the grievance and give a written decision to the employee within seven (7) working days after receiving the grievance or hearing the grievance whichever is later.

4. Grievance to Department Head - if the employee and Deputy Chief Probation Officer or equivalent cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may, within seven (7) working days, present the grievance in writing to his/her Department Head. The Department Head shall review and answer the grievance within seven (7) working days after receiving the grievance. The Department Head shall give his/her written decision to the employee within seven (7) working days from the date of the hearing.

5. Grievance to Arbitration:

   a. If the grievant is not satisfied with the decision of the Department Head, the grievant or the grievant's representative may, within thirty (30) working days after the receipt of the decision of the Department Head, request arbitration and may request the State Mediation and Arbitration Service to supply the names of five (5) qualified arbitrators. Upon receipt of such request, the Labor Relations Office shall have ten (10) working days to review and seek adjustment of the grievance.

When contacted by said State Service the Labor Relations Office shall endorse the request for names of arbitrators.

b. If the grievance is not adjusted during the ten (10) working day period or until receipt of the submitted list of arbitrators, whichever date is later, an arbitrator shall be selected within five (5) working days by mutual agreement or, if unable to agree, 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. Should either party fail within the time allotted to exercise the option to strike names from the list, the other party shall have the right to select from the remaining names. That person shall serve as arbitrator. Such five (5) day period for selection may be shortened or extended by mutual agreement of the Labor Relations Office and the grievant or his/her representative.

c. Duty of Arbitrator - The decision of the arbitrator shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement. Except when an agreed statement of facts is submitted by 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 in nature.

d. Payment of Costs - Each party to a hearing before an arbitrator shall bear his or her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (½) by the County and one-half (½) by the grievant.

M. Union 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. GRIEVANCE PROCEDURE (Cont'd)

N. 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 L.4, request that the grievance be heard by an arbitrator.

A grievance involving a letter of warning shall not be subject to arbitration.

ARTICLE 13. EMERGENCY

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

ARTICLE 14. 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 or 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 Section shall not preclude the parties from appearing before the Board of Supervisors or meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum in its entirety.

ARTICLE 15. 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 concerning these matters between the 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 the Memorandum.

C. No agreement, alteration, understanding, variation, waiver, or modifications 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 16. 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 all County elected and appointed bodies and officials 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 this 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 provisions shall be suspended and superseded by such applicable law or regulations and the remainder of the Memorandum shall not be affected thereby.

ARTICLE 17. PROHIBITION OF JOB ACTION

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

In the event any employee covered by this Agreement, or the Union, violates the provisions of this Article and the Union fails to exercise good faith to take effective action in halting the work action, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it. During the period referenced in the paragraph above, the County will not take action to lock out employees covered by this Agreement.

ARTICLE 18. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provisions of this Agreement (with specific reference to Article 15) the Union and the County agree to meet and confer with the other party upon request regarding revisions to Civil Service Rules and procedures and to re-open the following provisions of this Agreement, if necessary:

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

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 15), 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.

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 19. RENEGOTIATION

In the event that the Union wishes to negotiate on the provisions of a successor agreement, 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.

ARTICLE 20. IMPLEMENTATION

The County shall act in a timely manner to make the changes in ordinances, resolutions and procedures which are necessary to implement and conform to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on this 15th day of March, 2007.

FOR THE COUNTY OF SAN DIEGO:

LBell

LYN BELL
Labor Relations Officer

FOR THE SEIU, LOCAL 2028, CLC / SAN DIEGO PROBATION OFFICERS' ASSOCIATION (PO UNIT):

BEN MONTERROSO
Executive Director

LOIS BALFOUR
Deputy Director

KAY RYAN
Executive Assistant

JOSEPH CRISTARELLA

NAOMI EDDY

CYNTHIA GAMBOA

TIMOTHY HANCOCK

ROBERT REYES

JEANETTE ROBINSON

IAN ST. JOHN

ERNIE SUSI

ROBERT WHITE

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
005065	Dep Probation Officer	DepProbOff																
			2	23.69	4,106.27	3	24.87	4,310.80	4	26.11	4,525.73	5	27.42	4,752.80	06/23/2006	PO	PO	004
				1895.20	49,275.20		1989.60	51,729.60		2088.80	54,308.80		2193.60	57,033.60	Current Rates			
005065	Dep Probation Officer	DepProbOff																
			2	24.40	4,229.33	3	25.62	4,440.80	4	26.90	4,662.67	5	28.24	4,894.93	06/22/2007	PO	PO	004
				1952.00	50,752.00		2049.60	53,289.60		2152.00	55,952.00		2259.20	58,739.20				
005065	Dep Probation Officer	DepProbOff																
			2	25.25	4,376.67	3	26.51	4,595.07	4	27.84	4,825.60	5	29.23	5,066.53	06/20/2008	PO	PO	004
				2020.00	52,520.00		2120.80	55,140.80		2227.20	57,907.20		2338.40	60,798.40				
005068	Correctional Dep Prob Off I	CorDepPbO1																
			3	16.36	2,835.73	4	17.18	2,977.87	5	18.04	3,126.93	6	18.94	3,282.93				
				1308.80	34,028.80		1374.40	35,734.40		1443.20	37,523.20		1515.20	39,395.20				
			8	20.88	3,619.20										06/23/2006	PO	PO	005
				1670.40	43,430.40										Current Rates			
005068	Correctional Dep Prob Off I	CorDepPbO1																
			3	16.86	2,922.40	4	17.70	3,068.00	5	18.58	3,220.53	6	19.51	3,381.73				
				1348.80	35,068.80		1416.00	36,816.00		1486.40	38,646.40		1560.80	40,580.80				
			8	21.51	3,728.40										06/22/2007	PO	PO	005
				1720.80	44,740.80													
005068	Correctional Dep Prob Off I	CorDepPbO1																
			3	17.44	3,022.93	4	18.31	3,173.73	5	19.23	3,333.20	6	20.19	3,499.60				
				1395.20	36,275.20		1464.80	38,084.80		1538.40	39,998.40		1615.20	41,995.20				
			8	22.26	3,858.40										06/20/2008	PO	PO	005
				1780.80	46,300.80													

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
005069	Correctional Dep Prob Off II	CorDepPbO2																			
			2	20.30	3,518.67	3	21.31	3,693.73	4	22.38	3,879.20	5	23.50	4,073.33	6	24.68	4,277.87	06/23/2006	PO	PO	006
				1624.00	42,224.00		1704.80	44,324.80		1790.40	46,550.40		1880.00	48,880.00		1974.40	51,334.40	Current Rates			
005069	Correctional Dep Prob Off II	CorDepPbO2																			
			2	20.91	3,624.40	3	21.96	3,806.40	4	23.06	3,997.07	5	24.21	4,196.40	6	25.42	4,406.13	06/22/2007	PO	PO	006
				1672.80	43,492.80		1756.80	45,676.80		1844.80	47,964.80		1936.80	50,356.80		2033.60	52,873.60				
005069	Correctional Dep Prob Off II	CorDepPbO2																			
			2	21.65	3,752.67	3	22.73	3,939.87	4	23.87	4,137.47	5	25.06	4,343.73	6	26.31	4,560.40	06/20/2008	PO	PO	006
				1732.00	45,032.00		1818.40	47,278.40		1909.60	49,649.60		2004.80	52,124.80		2104.80	54,724.80				
005090	Sr Probation Officer	SrProbOff																			
			2	26.11	4,525.73	3	27.42	4,752.80	4	28.79	4,990.27	5	30.23	5,239.87	6	31.74	5,501.60	06/23/2006	PO	PO	007
				2088.80	54,308.80		2193.60	57,033.60		2303.20	59,883.20		2418.40	62,878.40		2539.20	66,019.20	Current Rates			
005090	Sr Probation Officer	SrProbOff																			
			2	26.90	4,662.67	3	28.24	4,894.93	4	29.65	5,139.33	5	31.13	5,395.87	6	32.69	5,666.27	06/22/2007	PO	PO	007
				2152.00	55,952.00		2259.20	58,739.20		2372.00	61,672.00		2490.40	64,750.40		2615.20	67,995.20				
005090	Sr Probation Officer	SrProbOff																			
			2	27.84	4,825.60	3	29.23	5,066.53	4	30.69	5,319.60	5	32.22	5,584.80	6	33.83	5,863.87	06/20/2008	PO	PO	007
				2227.20	57,907.20		2338.40	60,798.40		2455.20	63,835.20		2577.60	67,017.60		2706.40	70,366.40				
005120	Transportation Officer	TransprtOf																			
			2	22.33	3,870.53	3	23.45	4,064.67	4	24.62	4,267.47	5	25.85	4,480.67	6	27.14	4,704.27	06/23/2006	PO	PO	008
				1786.40	46,446.40		1876.00	48,776.00		1969.60	51,209.60		2068.00	53,768.00		2171.20	56,451.20	Current Rates			
005120	Transportation Officer	TransprtOf																			
			2	22.99	3,984.93	3	24.14	4,184.27	4	25.35	4,394.00	5	26.62	4,614.13	6	27.95	4,844.67	06/22/2007	PO	PO	008
				1839.20	47,819.20		1931.20	50,211.20		2028.00	52,728.00		2129.60	55,369.60		2236.00	58,136.00				

Job Code	Job Description	Job Short Description	Eff Date	Union Code	Sal Plan	Grade
005120	Transportation Officer	TransprtOf	06/20/2008	PO	PO	008

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
2	23.80	4,125.33	3	24.99	4,331.60	4	26.24	4,548.27	5	27.55	4,775.33	6	28.93	5,014.53
	1904.00	49,504.00		1999.20	51,979.20		2099.20	54,579.20		2204.00	57,304.00		2314.40	60,174.40

End of Report

APPENDIX "B"

OVERTIME CODES

OVERTIME CODES
PO BARGAINING UNIT

Job Code	Job Code Title	Union Code	O/T Code
005068	Correctional Dep Prob Off I	PO	N
005069	Correctional Dep Prob Off II	PO	N
005065	Dep Probation Officer	PO	N
005090	Sr Probation Officer	PO	N
005120	Transportation Officer	PO	N

APPENDIX "C"

LETTERS OF UNDERSTANDING

"LETTERS OF UNDERSTANDING"

1. 4/10 Work Schedule

The County will enter into a side letter of understanding regarding establishing a trial period for the 4/10 schedule.

2. Correctional Senior Probation Officer

The County agrees to conduct a feasibility study of adding a Correctional Senior Probation Officer position. The study, once completed does not guarantee the creation of the proposed class. The study shall be completed by the end of the first year of the MOA.