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

SOCIAL WELFARE (SW) UNIT

OCTOBER 08, 2013 to June 27, 2017

BOARD OF SUPERVISORS

District 1 - Greg Cox
District 2 - Dianne Jacob
District 3 – Dave Roberts
District 4 - Ron Roberts
District 5 - Bill Horn

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

SOCIAL WELFARE (SW) UNIT

October 08, 2013 through June 22, 2017

ARTICLE 1. PREAMBLE

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the Service Employees International Union, Local 221, CLC hereafter designated as "Union" as a mutual agreement of those wages, hours and conditions of employment which are to be in effect during the period from 8:00 a.m. on October 08, 2013, through 5:00 p.m. on June 22, 2017, for those employees working in classifications in the representation unit referred to in Article 2, Section 1 hereof. Effective dates of individual provisions shall be as set forth in the provision or as contained in the implementation schedule.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

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

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

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

Section 2. Payroll Deduction

Upon the receipt of a written request and authorization from an employee for deduction of Union dues and other lawfully permitted deductions, the County shall withhold such dues and deductions from the salary of the employee and remit the withholdings to the Union. The effective date of withholding, time of remitting withholdings to the Union and

all procedural matters shall be determined in accordance with the rules and regulations of the Auditor and Controller.

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 month of June during the term of this Agreement by serving notice on SEIU, Local 221 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.

D. This Maintenance of Membership provision shall not apply to employees in bargaining units for which an Agency Shop arrangement has been implemented.

Section 4. Union Access

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

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

Section 5. Stewards

The Union shall have the right to designate stewards for the purpose of promoting an effective relationship between the County and employees by assisting in settling grievances at the lowest possible level of the grievance procedure. The Union may designate stewards to represent employees in the processing of appeals, from disciplinary actions, performance rating appeals, appeals resulting from denial of workers' compensation claims and other formal appeals. Stewards will not be entitled to County time off to perform as case advocates or assistant case advocates in formal appeals proceedings.

A. Number of Stewards

The Union shall be entitled to a steward in the Health & Human Services Agency at each work facility (e.g., County Administration Center, County Operations Center, Courthouse) where there are at least ten (10) employees. Where there are more than twenty-five (25) employees, the Union shall be entitled to appoint one (1) additional steward for each additional twenty-five (25) employees or fraction thereof.

The appointing authority may request to meet with the Union regarding the placement and the number of stewards in the Agency. The placement and number of stewards may be changed by mutual agreement between the Union and the appointing authority.

B. Selection and Designation of Stewards

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

C. Duties of Stewards

When requested by an employee, a steward may investigate any alleged grievance and appeals set forth above in their assigned area. The steward shall encourage the employee to discuss a problem informally with their supervisor prior to filing a formal grievance or appeal.

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

Upon request of an employee who desires to file a formal written grievance pursuant to the grievance procedure, a steward may assist the employee in

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

D. Investigation of Grievances by Stewards

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

E. Release from On-Duty Time for Stewards

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

F. Steward Conduct

A steward shall conform to all rules of conduct and standards of performance applicable to other employees. A steward's workload may, from time to time, be adjusted to the extent the appointing authority feels it is appropriate for proper processing of a given grievance or group of grievances. A request for such adjustment may also be made by the Union. In no event, however, shall a steward be permitted on-duty release time for the purpose of conducting general Union business which is not directly related to an employee complaint nor shall a steward be permitted to conduct such general Union business while on duty in his or her normal work area. The County shall not attempt to transfer a steward for reasons associated with his or her duties as a steward.

G. In order to minimize telephone delays to the public, and avoid workplace disruption caused by stewards using County phones on Union representation

matters, the Agency agrees to, initially, and at Agency directed subsequent moves, provide individual telephone lines at the desks of stewards designated under Article 2, Section 5.B. This does not cover subsequent changes of desk or subsequent changes of stewards that have not been initiated by the Agency.

Section 6. Employee's Appearance for the Union

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

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

Section 7. Bulletin Boards

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

A. Union election materials.

B. Official business reports of the Union.

C. Union news bulletins and meeting notices.

D. Union membership benefits, programs, promotional information.

E. Other written material which has been mutually agreed to by the Union and the Agency. Disputes will be resolved by the Agency Personnel Officer.

The Union shall be responsible for maintaining the bulletin boards exclusively used by the Union.

Section 8. New Employees

A. The Agency shall, on a monthly basis, provide the Union with the Health & Human Services Agency change list with the names and other information covering employee changes in this representation unit so that Union representatives may contact the employees to inform them about the Union and this Agreement.

B. The employer shall, during the period of initial induction, provide notice to and permit a Union representative to make a presentation to all new employees covered by this Agreement informing them about the Union and this Agreement.

Local 221 shall be the only organization to have access to new bargaining unit employees on County premises during this induction period. County representatives shall not assist other employee organizations in their efforts to communicate with these new employees.

C. The employer will provide a copy of this Agreement to each new employee at the time of induction. Copies of this Agreement for all incumbent employees as of the effective date of this Agreement shall be distributed by the Union to all unit employees. Each party shall bear the per-unit cost of printing copies of MOAs for distribution by the respective party to management and employees.

Section 9. Mail Stop

The County shall provide Local 221 with a mailbox at the County Mail Center.

This mailbox shall be used only for mail:

1. addressed to Local 221, from an officer or members of County management, the Board of Supervisors, or Civil Service Commission, or

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

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

Section 10. Distribution of Union Material

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

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

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

Section 11. Release Time Procedures

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

A. The following procedure shall apply to:

1. Grievance handling.

2. Proceedings for appealing Performance Evaluation and/or Disciplinary actions.

3. Labor/Management committees for which the employee has been designated as a member.

4. Formal meet and confer meetings with the County.

5. Meetings of the Board of Supervisors, Civil Service Commission, or proceedings under the Labor Relations Ordinance which directly affect employees represented by the Union.

6. Labor/Management meetings convened and approved by the Agency and the Union.

7. Release time for one (1) employee to attend and make a one-half (1/2) hour presentation at the Agency's orientation during formal new employee training to acquaint new employees with the Union and its services.

ARTICLE 3. NO DISCRIMINATION

In receiving the rights afforded by this Agreement, no person shall in any way be favored or discriminated against, due to their sexual orientation, or to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability or marital status, or union activities or membership.

ARTICLE 4. WAGES

Section 1. Wages

A.

1. All regular employees who have paid service during the September 6, 2013 pay-period, shall receive a one-time monetary payment equivalent to 2% of the employee's base pay at the time of the eligibility for the payment . This one-time monetary payment shall be paid beginning with the first pay period of the month following completion of two pay periods after adoption by the Board of

Supervisors. Part time employees shall receive a pro-rated amount according to their standard hours. The 2% one-time payment shall be paid out in six equal payments, to be paid with the first payday of each month.

2. Effective pay-period one (1) in fiscal year 2014/2015, eligible employees shall receive a one-time monetary payment equivalent to 2% of base pay. Eligible employees shall be all regular employees who have paid service during the twenty-sixth payroll period of fiscal year 2013/2014. Part time employees shall receive a pro-rated amount according to their standard hours. The 2% one-time payment shall be paid out in six equal payments, to be paid with the first payday of each month.

3. In no event shall an employee be entitled to the provisions of A.1 or A.2 above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year or if they are no longer employed by the County on the date of payment.

4. Effective June 27, 2014, employees in the classifications listed in Appendix C shall have an equity increase of 1.2%.

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

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

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

C. Direct Deposit

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.

Employees who change financial institutions and/or bank accounts shall advise the Central Payroll Division of the Auditor/Controller, in writing, of the need to cancel the previous authorization and shall concurrently submit a new "Direct Deposit Authorization" form pertaining to the new financial institution/account. Such information must be received by the Central Payroll Division by close of

business on the last day of the payroll period in order for the Auditor/Controller to issue a warrant(s) to the employee during the transition period.

D. Quality First Program

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

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

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

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

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

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

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

Employee Eligibility Criteria:

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

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

Section 2. Step Plan

A. Performance-Based Step Advancement

Effective October 8, 2013, employees having an appointment as a result of suspension of competitive examination or certification from an eligible list, who have served in his/her class for at least 52 weeks at each step shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class.

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

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

ARTICLE 5. HOURS OF WORK AND COMPENSATION

Section 1. Hours of Work

This Article establishes the County standard for hours of work.

Biweekly compensation prescribed in Appendix A is based on a full-time schedule of eighty (80) working hours in each biweekly pay period.

Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per work period, or for any other period of time.

A. Work Day

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

B. Work Week

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

C. Payroll Period

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

D. Twenty-Four Hour Operations

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

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

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

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

E. Changes

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

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

F. Lunch Period

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

G. Rest Periods

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

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

Section 2. Overtime Work and Compensation

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

A. Definition of Overtime

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

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

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

B. Calculation of Overtime

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

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.

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

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

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

C. Accrual of Compensatory Time Off

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

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

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

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

FLSA-covered employees who terminate shall receive compensation for unused compensatory time earned after April 15, 1986, for time actually worked not exceeding one hundred twenty (120) FLSA hours.

The appointing authority, subject to the approval of the Director, may approve payment of cash in lieu of compensatory time off at straight-time for all or any portion of an employee's accumulated compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

Section 3. Call-Back Work

A. Regular Call-Back

The appointing authority may on occasion find it necessary to contact an employee who is off duty and order the employee to report back to the work site to perform necessary services.

Court Call-Back

The Court may subpoena an employee to appear in court on official business at a time which is outside the employee's regular work schedule.

B. Eligibility for Call-Back

To qualify for regular call-back compensation, the employee must have left the work site and be required to physically report back to a work site.

To be eligible for court call-back, the employee must be required to respond to the Court's subpoena by appearing in court on County business outside the employee's regular work schedule.

C. Calculation of Call-Back

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

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

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

Section 4. Standby Duty Compensation

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

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

Standby duty does not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform actual service. Employees assigned to standby shall not be entitled to call-back work compensation. An employee contacted through the Agency during standby duty hours and required to

perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the Agency to perform such services.

A. To be eligible to receive standby compensation, an employee must actually be assigned to a position which has been designated by the appointing authority and approved by the Chief Administrative Officer as an official standby, or critical standby, position.

B. Compensation: Employees who serve a standby shift shall be paid the equivalent of one (1) hour's compensation for each normal standby shift, provided such shift is not longer than the employee's normal workday. A normal workday is defined as eight (8) hours. Employees who serve a critical standby shift shall be paid the equivalent of two (2) hours compensation for each critical standby shift. Change to standby shifts shall not qualify an employee for non-routine shift change premium.

Section 5. Available Time

A. Available Time Defined

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

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

Section 6. Non-Routine Shift Change Compensation

This provision is applicable to employees who work shift schedules of other than the normal eight to five working hours, and which schedules are routinely established in advance as to hours and days to be worked. It may become necessary upon occasion for Management to change the employees' shift hours or day off to meet operational needs or cover for unscheduled absences. When this occurs, the affected employee will be given notice. When this notice is given in less than fourteen (14) calendar days, the employee will receive a thirty dollar ($30) premium.

Section 7. Temporary Assignment Compensation

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

temporarily perform the duties of the vacant position in a higher class in accordance with the following:

A. A written request shall be submitted by the appointing authority, prior to the assignment (or in an emergency within five (5) working days thereafter), to the Director, Department of Human Resources.

B. The Director, Department of Human Resources, has approved the appointing authority's request for temporary assignment.

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

D. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class. At the conclusion of such assignment, the rate shall return to the normal rate for the employee's current class. An employee who is temporarily assigned to the duties of a higher class and who terminates or is terminated from County service during such assignment, shall be paid terminal benefits at the rate appropriate to such employee's current class.

E. The assignment must be for over two (2) weeks but must not exceed twenty-six (26) weeks. Employees on temporary assignment, after two (2) weeks, will be compensated from the first day of appointment.

F. The employee so assigned shall be compensated by receiving, in addition to the base rate of compensation which has been established for 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.

G. The amount of the "bonus rate" in "F" is determined by:

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

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

H. In the event an employee has been assigned to perform the duties of a vacant position or for a temporarily absent incumbent in a higher class for over two (2)

weeks, the employee may make a request directly to the Group Human Resources Director to be declared eligible for "temporary assignment compensation." If the Group Human Resources Director, with the approval of the Director, Department of Human Resources, deems the employee is qualified to perform the duties of the higher class, and the employee has been on temporary assignment for over two (2) weeks, the employee so assigned will be compensated in accordance with Paragraphs E and F above. The assignment must be for over two (2) weeks but must not exceed twenty-six (26) weeks.

ARTICLE 6. WORK PREMIUMS

Section 1. Calculation of Work Premiums

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

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

Section 2. Bilingual Premium (All languages)

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

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is forty dollars ($40) biweekly; fifty cents ($0.50) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is twenty dollars ($20) biweekly; twenty-five cents ($0.25) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual

skills less than fifty percent (50%) of the time or thirty nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5225 – Human Services Control Specialist
5246 – Patient Services Specialist III (T)

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

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

Section 3. Retention/Recruitment Bilingual Premium (All languages)

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

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is sixty dollars ($60) biweekly; seventy-five cents ($0.75) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing translation). The fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is thirty dollars ($30) biweekly; $0.375 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5223 – Human Services Specialist
4911 – Social Services Aide
4913 – Protective Services Assistant

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

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

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

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

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

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is ninety dollars ($90) biweekly; $1.125 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing and translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is forty-five dollars ($45) biweekly; $0.5625 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) or less hours in an 80-hour biweekly pay period. This fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5254 – Senior Protective Services Worker
5253 – Protective Services Worker
5261 – Health Services Social Worker
5260 – Social Worker III

5265 – Social Worker II
5235 – Social Worker I

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

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

Section 5. Night Shift Premium

A. 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 shift shall be:

Second (night) shift:	55 cents per hour
Third (graveyard) shift:	55 cents per hour

B. Night shift premium shall apply to hours worked and shall not apply to paid holiday, vacation, sick leave or other paid leave or terminal payoff.

Section 6. Master of Social Work (MSW) Premium

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

Eligible Classes:
5253 – Protective Services Worker
5254 – Senior Protective Services Worker

Grandfather Provision for Incumbents as of August 5, 1988

Notwithstanding the above, employees employed as of August 5, 1988 as a Health Services Social Worker, and who are appointed to positions as Protective Services Worker or Senior Protective Services Worker before December 30, 1988, will be eligible for the MSW premium herein upon appointment, provided that the employee so appointed possesses either a Master of Counseling Degree based on a two-year program or a Master's Degree with an M.F.C.C. Employees hired after August 5, 1988 must possess an MSW Degree in order to be eligible for the MSW premium.

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

Section 7. Hospital Outstation Assignment Premium

Eligible employees regularly assigned to the Hospital Outstation Program in the Health & Human Services Agency shall receive additional compensation of approximately five

percent (5%) above their regular base pay. This premium is paid for time off, but not for terminal payoff.

Eligible Class:
5223 – Human Services Specialist

ARTICLE 7. PAID LEAVES

Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

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

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

A. Floating Holiday Bucket

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

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

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

These holidays are not subject to terminal leave pay.

B. Eligibility for Holidays

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

C. Compensation for Holidays Worked

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

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

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

D. Holiday Occurring on a Scheduled Day Off

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

E. Holiday Compensation - Twenty-Four Hour Operations

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

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

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

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

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

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

B. Earnings

Eligible employees earn vacation credit as follows:

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

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

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

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

C. Granting Requests, Schedules

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

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

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

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

D. Maximum Allowable Accumulation

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

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

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

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

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 extend over twelve (12) continuous months or more and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section 2.E above.

G. Injury Leave Exception

Notwithstanding Section 2.E.3 above, an employee who is on injury leave as defined in Section 5 below for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash pay payment as described in Section 2.E above.

H. Vacation Credits at Separation from County Service

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

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

Vacation Credits

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including unused vacation) of those

employees who have reached the age of fifty-five (55) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the plan.

Section 3. Bereavement Leave

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

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

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

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

Section 4. Sick Leave

Sick leave is paid leave earned and granted to an eligible employee for absences from work caused by personal illness or injury, for emergency or routine medical or dental appointments, and for reasonable travel time to and from health care facilities.

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

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

B. Earnings

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

C. Definition of Immediate Family

Immediate family includes husband, wife, 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 hour. Use of sick leave is subject to the approval of the appointing authority. Upon request of an employee, the appointing authority may allow the substitution of five (5) or more days of sick leave for paid vacation, provided the employee furnishes a doctor's statement or other satisfactory evidence that the employee was ill or injured for five (5) 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 or forty (40) hours, if employee is on an alternate work schedule, of sick leave shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

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

F. Compensation for Unused Sick Leave

1. Employees, who enter County service after June 30, 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 30, 1979.

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

G. Conversion of Sick Leave Credits to Retirement Service Credit

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

1. The employee has completed ten (10) or more years of continuous service during that employee's present employment; and

2. The employee's sick leave balance totals three hundred (300) hours or more; and therefore,

3. Employees with ten (10) or more years of service may convert one hundred percent (100%) of their total sick leave credits.

H. Employee's Options

Notwithstanding the provisions of Section 4.G of this Article, employees eligible under Section 4.F may elect to:

1. Receive their full cash payment under Section 4.F and then convert their remaining eligible hours under Section 4.G.

2. Waive receiving full cash payment under Section 4.F and convert their eligible hours under Section 4.G.

I. Calculation of Compensation for Unused Sick Leave

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

J. Cancellation and Restoration of Sick Leave Credits

1. An employee's sick leave credits shall be canceled, subject to 2) below, upon separation from County Classified Service, or upon changing from a biweekly rate of pay.

2. Employee sick leave credits accrued at time of separation, and which have not been subject to payout, shall be restored under the following conditions:

   a. An employee returns to duty within three (3) years after separation because of layoff or disability retirement; or

b. An employee returns to duty within twelve (12) months following separation from temporary or seasonal employment; or

c. To the extent that recovery is made by the County either through Workers' Compensation Act benefits or claim against a responsible third party, of compensation, including any salary, vacation, sick leave and retirement credits paid an employee during absence on sick leave. Restored credits shall be computed on the basis of the employee's wage rate granted as sick leave during the time of absence. Credits shall be restored in full hour units with fractions of an hour disregarded.

Section 5. Injury Leave

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

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

A. Ineligibility

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

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

2. Failure to follow safety rules and regulations;

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

4. Any time the appointing authority, upon investigation, certifies that suitable light-duty employment is available, and the employee refused to accept it.

5. Injury leave shall not be granted for aggravation, recurrence or sequelae of a pre-existing non-service connected physical disability or any physical condition existing prior to employment by the County, nor for recurrences, aggravation or sequelae of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent employee is otherwise eligible, sick leave may be granted.

B. Definitions

1. Director: The Director of the Department of Human Resources.

2. Risk Management Division: The Division within the Department of Human Resources which administers the provision of workers' compensation benefits as mandated by the State of California.

3. Safety Rules and Regulations: Any and all County or Departmental rules, policies, and procedures, and California Occupational Safety and Health Act (CAL-OSHA) regulations, which relate to prevention of injury in the County work environment.

4. Wage Rate: The eligible employee's biweekly rate of pay, plus those specific premiums and/or bonuses which are paid on paid leave. Overtime, and any compensation identified as paid for time worked only and not applicable on paid leave, are excluded.

5. Workers' Compensation: Benefits provided pursuant to Division IV of the California Labor Code.

6. Treating Physician: Any physician listed in Labor Code Section 3209.3 who is authorized by the County and is currently treating the employee for the job-related injury which forms the basis for injury leave eligibility.

7. Light Duty: Any restriction of hours worked and/or duties performed as a result of a job-related injury where such hours and/or duties are different than the employee's established work schedule and/or regular assigned duties prior to the injury.

C. Request

Each request for injury leave shall be submitted to the employee's appointing authority immediately after medical treatment is obtained on the form prescribed by the Director, accompanied by verification of the treating physician authorized by the County. It shall set forth the reasons for the request and any further information as may be required by the Director.

D. Investigation

1. The appointing authority shall make such investigation as is necessary to determine whether or not facts exist which support the request. Upon concluding the investigation, the appointing authority shall provide a

summary of the findings to the Department of Human Resources, Risk Management Division.

2. The Director shall review the findings of the appointing authority and make any further investigation as is appropriate.

3. The Director may grant the request in whole or in part and determine the duration of the injury leave, or may deny the request. The Director shall notify the employee and the appointing authority in writing, if injury leave is denied.

E. Appeal

The Director's decision shall be final unless appealed by the employee. Within ten (10) County business days of postmark or confirmed delivery of the Director's decision, the employee may appeal the decision by requesting arbitration. Written notice requesting arbitration must be presented to the Risk Management Division of the Department of Human Resources within the ten (10) days specified herein. The request for arbitration shall specify wherein the Director allegedly erred.

Selection of Arbitrator. The Risk Management Division will maintain a list of qualified neutral arbitrators from the Superior Court Arbitrator Personal Injury Panel. The Risk Management Division will assign an arbitrator in rotation from the Superior Court Injury Panel to hear the appeal. The arbitrator shall be determined by assigning names from the Panel in alphabetical rotation. These arbitrators shall have workers' compensation experience.

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

Each party to the appeal before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half by the appellant.

F. Duration of Injury Leave

1. No injury leave may be granted during the first three (3) full calendar days after the employee leaves work as a result of the injury, except where the injury causes disability of more than fourteen (14) full calendar days or necessitates hospitalization within the three day waiting period. In such

cases, injury leave may commence the first day the injured employee leaves work or is hospitalized as a result of the injury.

2. The duration of injury leave shall be that determined by the Director, after an investigation. An injury shall be deemed to continue through a recurrence, aggravation, or sequelae of the initial injury for which the leave may be granted. Injury leave shall not total more than one thousand four hundred and forty (1,440) aggregate hours for the particular injury.

3. If, subsequent to the granting of injury leave for a period of less than one thousand four hundred and forty (1,440) aggregate hours, it appears that leave should be granted for an additional period of time, the employee may request additional injury leave. This request shall be submitted and determined in the same manner as an original request for injury leave, provided that the total duration of the original and additional injury leave shall not exceed one thousand four hundred and forty (1,440) aggregate hours.

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

G. Holidays Falling During Injury Leave

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

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

H. Absence Pending Injury Leave

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

I. Leave Pursuant to Labor Code Section 4850

Leave of absence without loss of salary pursuant to Section 4850 of the Labor Code (Active Law Enforcement Service) is the counterpart of injury leave. No employee receiving paid leave pursuant to Section 4850 shall be entitled to injury leave.

J. Workers' Compensation and Leave

1. An employee shall not, through a combination of temporary disability indemnity payments and paid sick leave, injury leave or paid leave pursuant to Section 4850 of the Labor Code, receive payment in excess of his or her wage rate. The amount paid for such leaves shall be decreased by the amount of any temporary disability for the same period to which the employee is or may be entitled under Workers' Compensation.

2. If an employee has received his or her wage rate as paid sick leave, and temporary disability back payments covering the same period are made to the employee, then the employee shall be liable to the County for the amount that the combination of such back payments and sick leave exceeds the employee's wage rate. The County may deduct from any future payments it makes to such employee an amount equal to the total of such excess payment. Insofar as practical, such deduction shall be done by a method that will not cause undue hardship to the employee. To the extent that such deductions represent compensation for sick leave used, the employee's sick leave balance shall be restored.

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

K. Light Duty

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

Section 6. Court Leave (Jury Duty)

Court leave is paid leave granted by the County to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a

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

A. Eligibility

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

B. Duration of Leave

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.

Section 7. Career Enhancement Leave

Release Time for Career Enhancement Purposes

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

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

Education Release Time/Reimbursement

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

Section 8. Military Leave

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.

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

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 advanced notice of the need for the leave if practicable.

Section 9. Catastrophic Leave Program

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

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

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

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

D. The total maximum leave credits received by an employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand and forty (1040) hours. Total leave credits in excess of one thousand and forty (1040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.

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

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

G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller, and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority, and the receiving employee's appointing

authority (in the case of interdepartmental transfer) will be provided for on such form.

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

Section 10. Administrative Leave

A. Definition

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

B. Eligibility

Biweekly rate employees shall be eligible to receive administrative leave.

C. Conditions

The appointing authority may direct an eligible employee to take administrative leave only if there is the occurrence, or the likelihood for the occurrence of, emergency or extraordinary circumstances which satisfy either one or both of the following two (2) 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 subsections B and C above, the employee shall not be eligible to be placed on administrative leave if:

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

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

3. The emergency or extraordinary circumstances, referenced under Section 10.C above, are, as a result of the Skelly hearing, 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 10.C above. Administrative leave may be extended for additional working days if more time is needed to complete the investigation, subject to the approval of the Director. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

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

3. At the end of the authorized administrative leave, the employee shall return to duty, unless:

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

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

Section 11. Appeal of Disputes: Paid Leaves

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

ARTICLE 8. UNPAID LEAVES

A permanent employee may be granted unpaid leave either with the right to return or without the right to return.

A. Leave Without Pay With Right of Return

The appointing authority may grant leave with right to return as specified below. After such leave the employee shall be entitled to return to the same class in the same agency/department as was occupied at the commencement of the leave. An employee shall not be required to exhaust all his/her vacation and compensatory time before commencing this type of leave.

1. Personal Leave. An employee may be granted personal leave without pay for a maximum of sixty (60) work days. Leave beyond sixty (60) days not to exceed one (1) year is subject to the approval of the Director of the Department of Human Resources. Personal leave may be authorized for pregnancy and child care.

2. Temporary Appointment Leave. An employee may be granted leave without pay to accept a temporary appointment (includes provisional

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

3. Voluntary Work Furlough (Short Term). Upon approval of the Chief Administrative Officer, a permanent or probationary employee may be granted a voluntary leave of absence subject to the following conditions:

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

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

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

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

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

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

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

4. Voluntary Furlough (Long Term). Upon determination by the appointing authority that work force reductions may be necessary in the Agency, the appointing authority, with the approval of the Director of the Department of Human Resources, may grant a permanent employee leave without pay with right of return to the same class in the same agency/department in which the leave was granted for up to twenty-six (26) biweekly pay periods subject to the following conditions.

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

   b. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who

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

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

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

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

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

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

B. Disability Leave

A permanent employee may be granted leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability but not to exceed one year. The employee must first exhaust his/her paid leave (compensatory time off, sick leave and vacation). When the employee is capable of returning to work, the employee shall be entitled to return to the same class in the same agency as they had at the commencement of the leave.

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

C. Leave Without Pay Without Right of Return

At the discretion of the appointing authority and approval of the Director, Department of Human Resources, if leave without pay without right of return is granted, after such leave, the employee shall have no entitlement to return to the same class in the same agency as he/she occupied at the commencement of the leave. The employee shall be required to exhaust all his/her vacation and compensatory time before commencing this type of leave.

The Director, Department of Human Resources, may, with proper justification, grant a leave without pay without right to return for a maximum of twenty-six (26) biweekly pay periods. At the expiration of this leave, if an employee is not offered an opportunity to return to the same class in the same agency, employee shall be provided additional leave until a position in his/her class and agency is made available to him/her provided further that such additional leave, shall not exceed twenty-six (26) biweekly pay periods. Any employee who is not returned to County employment within such additional twenty-six (26) pay periods shall be deemed to be absent without leave.

D. Leave Without Pay - Staff to Elected Official

The Director, Department of Human Resources, may grant a leave without pay to a classified employee for an indefinite period of time to accept an unclassified position as staff to an elected official. This leave may be either with or without the right of return. The employee shall not be required to exhaust all his/her vacation and compensatory time before commencing this type of leave.

E. Family Medical Leave

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

1. Definition. Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3, 107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to

Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

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

3. Conditions.

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

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

   c. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member or registered domestic partner a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a state "Certificate of Registered Domestic Partnership" submitted to employee benefits, they must provide medical certification on the 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.

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

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

f. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.1.

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

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

ARTICLE 9. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1. License Reimbursement

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

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

However, an employee who is required by his/her agency/department to upgrade his/her driver license will be reimbursed for the amount of the fee that exceeds the fee of the class 3 driver license. If a driver license upgrade is required by the Agency at a time other than the normal renewal time for the employee, the Agency will reimburse the entire driver license fee.

Section 2. Private Mileage and Use of County Cars

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

An employee must be certified by the Agency 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.

The County may require recertification of employee eligibility by the Agency Head at any time during the term of this Agreement. The recertification process shall not be used as a means to discipline an employee who is temporarily unable to use his/her vehicle on County business due to circumstances beyond his/her control as approved by the appointing authority.

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

County vehicles may be equipped with Global Positioning Satellite (GPS) equipment or other equipment which tracks the location, speed, and direction of the vehicle for County documentation, analysis, and use.

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

Employees who use their personal vehicles 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.

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

Section 3. Transportation Reimbursement for Certain Downtown Locations and Bus Pass Reimbursement

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

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

following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass; or

2. Fifty dollars ($50) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or

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

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

Section 4. Repayment of Specialized Training Expenses

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

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.

ARTICLE 10. EMPLOYEE BENEFITS

Section 1. Retirement

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

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

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

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

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

After March 8, 2002, employees electing the General members enhanced retirement formula "Tier A" shall via payroll deduction, the amount prescribed by the rate established for each employee's contribution for "Tier A" into the appropriate fund in

accordance with the law and rules and regulations governing such employee contributions.

Retirement benefits for employees hired on or after August 28, 2009 but before December 1, 2012 and those employees otherwise allowed for by State Law shall be those established for a "Tier B" program for eligible employees.

"Tier B" shall consist of the following benefits:

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

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

Formula	2.5% @67 (Gov. Code § 7522.20)
Final Average Compensation	Highest 3 year Average
Minimum Retirement Age	55
COLA	Maximum 2%

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

A. Retirement Offset

1. Unless modified by Section 1.A.2. hereinbelow, and notwithstanding the above, the County will offset a portion of the employee's prescribed rate. The County shall, therefore, contribute the below rates, but no more than the employee's established rate. In the event that the employee's rate is less than the rate indicated below, the employee shall not be credited with the difference. Upon termination, employees shall have no vested right in the amount of the retirement funds contributed by the County on their behalf.

Effective July 1, 2012

Retirement Contribution Offset – Tier A/1		
Union Code	Employees who have less than 5 yrs. of continuous service:	Employees who have at least 5 yrs. of continuous service:
SW	1.5%	3.0%

Retirement Contribution Offset – Tier B		
Union Code	Employees who have less than 5 yrs. of continuous service:	Employees who have at least 5 yrs. of continuous service:
SW	1%	2.0%

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

Tier C:
No Offset.

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

Effective December 27, 2013, employees shall receive a salary adjustment as specified in the chart below:

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

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

2. a. For employees employed in classifications covered by this agreement on or after July 5, 1996, one half of the retirement offset provided for in Section 1.A.1. above shall be paid until that

employee qualifies by having completed at least five (5) years of continuous service in the County retirement system. Upon completion of at least five (5) years of continuous service in the County retirement system, the employee shall receive the full retirement offset established in subsection A of this Section.

b. Notwithstanding Section A.2.a. above, the County has the right to:

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

ii. implement such determinations as the County deems advisable.

Section 2. Insurance/Flexible Benefits Plan

Eligibility: Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis and who are regularly scheduled to work one-half time or more (forty (40) hours or more in an 80-hour biweekly pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits.

A. Flexible Benefits Plan

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

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

"Core" Benefits:
- Health insurance
- County basic life and AD&D insurance

Optional Benefits:
- Dental insurance
- Vision insurance
- Supplemental life insurance
- Supplemental accidental death and dismemberment insurance (AD&D)

- Flexible spending accounts for pre-tax reimbursement of qualified medical and/or dependent day care expenses. Account credits must be used during the plan year in which they are earned for expenses incurred during the same plan year.
- The plan may be modified upon written notice by the County.

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

2. Coverage

All eligible employees are required to have the following minimum "core" benefits for the employee only:

- County health insurance unless properly waived
- County basic life and AD&D insurance

Coverage by County Spouse

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

Proof of Coverage

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

Domestic Partner

An employee may elect to cover a Registered Domestic Partner or Non-registered domestic partner under the County's health, dental or vision plans. To cover a Registered Domestic Partner, the employee must submit a copy of the State Registration Certificate to Employee Benefits. Any premium paid by the County on behalf of the Registered Domestic Partner or the Registered Domestic Partner's dependent(s) will be considered taxable income for Federal taxes pursuant to the provisions of the Internal Revenue Code, and the California Revenue and Taxation Code, but will not be taxable for State taxes. To cover a Non-registered domestic partner or the non-registered domestic partner's dependent(s),

the employee must meet and agree to the specifications set forth on an "Affidavit for Enrollment of Domestic Partners". The employee must submit the affidavit to the Employee Benefits Division of the Department of Human Resources. Any premium paid by the County on behalf of the domestic partner or the domestic partner's dependent(s) shall be considered taxable income to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code. Employees should contact their tax professionals for further explanation of how their income taxes will be impacted.

3. County Contribution Toward Flexible Benefits Plan

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

Effective January 1, 2013: 5% Increase

	Per Month	Approximate Annual
Employee Only	$441.00	$5,292.00
Employee + 1	$658.00	$7,896.00
Employee + 2 or More	$939.00	$11,268.00

Effective January 1, 2014: 5% Increase

	Per Month	Approximate Annual
Employee Only	$463.00	$5,556.00
Employee + 1	$691.00	$8,292.00
Employee + 2 or More	$986.00	$11,832.00

Effective January 1, 2015: 5% Increase, 7% Increase for Employee +1, 9% Increase for Employee +2 or More

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

Effective January 1, 2016: 5% increase

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

Effective January 1, 2017: 5% increase

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

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

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

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

5. Employee Insurance Coverage During Leaves of Absence

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

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

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

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

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

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

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

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

6. Flex credits not designated for eligible services are placed in the employee's health FSA. IRS regulations establish annual maximum limits

for flexible credits which may be rolled over to an FSA. An employee is not entitled to flexible credits that, when rolled over to an FSA, exceed the maximum limits allowed by law. Any employee who is expected to have flexible credits rolled over to an FSA that will exceed the maximum limits shall have their bi-weekly flex credit contributions adjusted to an amount, that when calculated on an annual basis, will be equal to the maximum allowed by law.

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

B. Life Insurance

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

C. Deferred Compensation

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

D. State Disability Insurance (SDI)

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

Section 3. Health Plan Task Force

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

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

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

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

ARTICLE 11. PERSONNEL PRACTICES

Section 1. Personnel Records

The individual personnel file of an employee which is maintained by the County or the agency shall be available for review by that employee or his/her designated representative. Employees shall normally request access twenty-four (24) hours in advance. The employee will be shown all contents of the file except those materials designated confidential by law. Copies will be provided to the employee upon request within reason.

The employee shall have the right to review in advance any document(s) to be filed in the individual personnel file which is adverse to such employee. The employee shall acknowledge review of said document(s) on the copy or attachment thereto or if the employee declines to sign, the supervisor will record such declination in lieu of signature.

At the request of the employee an adverse document will not be filed until said employee has exhausted appropriate appeal rights. If the document is inadvertently filed in the individual County personnel file, the employee may request the sealing of the applicable portion of his/her file by the Civil Service Commission.

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

Section 2. Disciplinary Action

A. Definition

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

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

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

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

B. Disciplinary Representation

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

C. Complaints

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

Section 3. Workload Standards

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

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

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

A. Workload Changes

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

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

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

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

B. Workload Distribution

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

1. Specialized within a single aid category;

2. Combinations of aid categories;

3. Combinations of granted, intake and screening functions within a single aid category.

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

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

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

C. Labor Management Committee

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

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

The Union shall specifically identify up to six (6) employees as permanent members of the Labor Management Committee. Release time for the permanent members shall be governed by the provisions of Article 2, Section 11. If additional employees are required to discuss specific agenda items, their attendance at the committee meeting will be arranged in advance. The total

number of both permanent and additional employees shall not exceed eight (8) in attendance at any meeting. Release time for the additional employees will be granted in accordance with Article 2, Section 11. The committee shall meet regularly but not less than once per month for the following purposes:

1. Provide a forum for employee input to the Agency on problems with workload standards and workload size.

2. Reporting of other related problems regarding attrition rates, employee morale, staffing policies which may impact workload.

3. Monitoring effects of new workload standards or workload standards being tested.

4. Developing agreements and/or recommendations for improving environmental conditions designed to reduce stress and enhance productivity including but not limited to crowding, air conditioning, noise pollution, furniture, files, video display terminals (VDT's).

5. Review of agency reporting methods including standardization among districts and identification of work functions which should be reported.

6. The Agency will make every reasonable effort to provide monthly services Personnel Utilization Reports to the Workload Committee.

7. Among additional items to be addressed by this committee are: Transfers, Alternative Work Schedules, Workload, Telecommuting of Employees, Performance Reports, Employee Recognition Program.

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

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

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

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

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

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

Section 4. Union-Management Caseload Committee

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

Section 5. Safety

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

A. All employees shall be entitled, through an appropriate forum, to participate in the development of safety programs.

B. The County shall provide a list of all safety officers, their department, addresses, and phone numbers to the Union. Such list shall be kept current by the County.

C. No employee shall be obligated to work in a facility or worksite, with any machinery or on equipment which is not safe.

D. Any employee who believes that an unsafe condition exists shall report such condition verbally to the supervisor immediately upon discovery of such condition. An employee may bring a union representative as long as it does not interfere with the immediate reporting of the safety issue. The employee shall report such condition to the supervisor in writing as soon as possible. After receipt of a written report, the supervisor shall have the responsibility to remedy the situation or to seek an opinion from qualified personnel in the County whether

an unsafe working condition exists. If a determination is made that an unsafe working condition exists, corrective action process shall be initiated as soon as possible.

E. If the supervisor fails to respond or refuses to initiate the corrective action process, the employee may present the written report to his/her Union steward, or if no steward is available, the Union field representative. Such Union officer shall be entitled to communicate with the appropriate safety officer(s) or, subsequently, the appointing authority's representative to seek a resolution of the issue.

F. A disagreement between the employee and the supervisor as to whether or not an unsafe working condition exists may be addressed pursuant to the Grievance Procedure. Such grievance shall be processed in an expeditious manner.

Section 6. Seniority

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

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

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

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

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

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

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

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

If the employee:

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

Section 7. Layoff Procedure

A. General

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

B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Civil Service Commission, upon finding that it is in the public interest, may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, agency/department or institution instead of laying off employees from the office, agency/department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Civil Service Commission has authorized the layoff.

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

C. Notice of Layoff

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

notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.

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

   a. The effective date of layoff;

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

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

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

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

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

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

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

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

D. Approval and Service of Notice

The Notice of Layoff shall be approved by County Counsel prior to its distribution to any employee. The Notice of Layoff shall be served, either personally or by

mail, on an employee at least thirty (30) calendar days prior to the effective date of the layoff.

E. Order of Layoff

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

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to 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 (80 points for each full biweekly pay period).

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

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

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

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

H. Demotion in Lieu of Layoff

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

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

I. Cash in Lieu of Compensatory Time Off

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

J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose Compensation Ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have 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 the class from which he/she was laid off, or to a different class of equal to or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

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

1. A new probationary period shall not be required of 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 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 8. Transfers: Health & Human Services Agency

A person who desires to transfer to another office shall make such written request to the Agency Personnel Officer. Acknowledgement to the person confirming receipt of their request will be provided. The acknowledgement notice will be via e-mail or County mail. Upon a vacancy occurring in an office to which qualified persons have requested a transfer, the Agency Personnel Officer shall present a list of names of qualified persons

requesting transfer to the appropriate District/Section Chief. Candidates who are interviewed but not selected for a position will be notified in writing of their non-selection. In filling any vacancy, the Agency shall fully consider all requests for intra-agency transfers prior to the hiring of new employees. The above procedure shall be utilized as to requests for transfer within an office except that the written request shall be made to the District/Section Chief or representative he/she designates to handle all such requests.

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

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

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

Section 9. Involuntary Reassignments

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

1. The County maintains its right to reassign employees.
2. The County shall provide a minimum of one pay-period notice when reassigning employees, unless in urgent cases, in which case, the County shall endeavor to provide as much notice as possible.
3. When the County or a County Department deems it necessary to reassign an employee or group of employees; it shall first seek volunteers from among qualified, eligible employees that meet operational needs before involuntarily reassigning the employee or group of employees.
4. Employees who are on probation are not eligible to request a voluntary reassignment.
5. Nothing in this provision shall be construed to delay the implementation of involuntary reassignments.
6. In accordance with Departmental practices, employees will remain responsible for informing the Department of their desire to be reassigned and identify the desired location(s).
7. Any employee who is reassigned whether voluntarily or involuntarily (excluding administrative transfers) shall not be restricted from applying for or being awarded any position for which there is a posted vacancy.

8. Employees who are involuntarily reassigned, including internal reassignments and administrative transfers, shall have the first opportunity to fill a posted vacancy occurring in the program and location from which they were involuntarily transferred if :

   a) the employee has requested a reassignment back to the originating program and location; and,
   b) the reassignment was not made as part of a mandatory rotation; and,
   c) 6 months has passed from the date of the involuntary reassignment; and,
   d) the reassignment back to the originating program and location does not negatively impact the operations of the Department.

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

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

Section 10. Telephones

The basic County policy is that telephones are provided for County business. Employees shall be permitted to receive and place local telephone calls of a personal nature on County telephones, provided such does not result in undue job interference - meaning that reasonable, personal necessity occasionally requires a brief non-business telephone call that does not interfere with County business. Toll calls for non-County purposes from County phones are never authorized.

Employees shall have use of County phones to contact the Union.

Section 11. Performance Evaluation

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

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

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

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

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

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

Section 12. Protective Policy

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

   1. Case re-assignment;

   2. Temporary transfer to other duties;

   3. Other actions as appropriate;

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

B. When an employee believes that he/she is working with a potentially dangerous person, the employee must notify his/her supervisor of such a belief and the reasons therefore. At the request of the employee, the Agency shall consider providing support personnel for the employee during the time he/she is working with such a person in the course and scope of the employee's duties. No employee shall be required to visit a residence or other location without police

back up if information available indicates weapons are present, or recent activity which is likely to pose a threat to personal safety of the employee.

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

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

Section 13. Drug and Alcohol Use Policy

The County may revise the Drug and Alcohol use Policy prior to the expiration of this MOA and shall provide an opportunity for the Union to meet and confer over the revised policy.

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

Section 14. Employee Recognition Programs

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

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

Section 15. Employment Related Medical Exams

After October 08, 2013 all employees who are promoted into a safety sensitive position shall be subject to the provisions of County Human Resources Policy #105 Employment Related Medical Examinations.

ARTICLE 12. GRIEVANCE PROCEDURE

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

A. Definition
A grievance is defined as an allegation by an employee or a group of employees that the County has failed to provide a condition of employment which is

established by this Agreement or by an agency/department Policy or Procedure Manual. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction.

2. Covered by the Labor Relations Ordinance.

3. Concerning Performance Reports.

Letters of Warning shall not be arbitrable.

B. Stale Grievance

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

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

C. Informal Discussion with Employee's Supervisor

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

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she shall present the written grievance to his/her immediate supervisor within seven (7) working days after the date upon which the grieving employee informally discussed the grievance with the supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement which is alleged to have

been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within seven (7) working days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

E. Grievance to Middle Management

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

F. Grievance to Agency Head

The Agency Head, or the Agency Head's designee, shall have fifteen (15) working days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Agency Head or the Agency Head's designee, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limit at this level may be extended by mutual agreement between the Agency Head, or the Agency Head's designee, and the employee or his/her representative.

G. Waiver of Appeal Steps

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

H. Binding Arbitration of Grievances

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

I. Informal Review by Labor Relations Office

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

J. Selection of Arbitrator

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

K. Duty of Arbitrator

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

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

L. Payment of Costs

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

M. Effect of Failure of Timely Action

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

extended by mutual agreement between the grievant or his/her representative and the County. The agreement shall be confirmed in writing.

N. Inter-Departmental Grievance

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

ARTICLE 13. MODIFICATION

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

ARTICLE 14. PROVISIONS OF LAW

If any provision of this Memorandum is held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby.

ARTICLE 15. LEGAL REPRESENTATION

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

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

ARTICLE 16. PROHIBITION OF WORK ACTION

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

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

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

ARTICLE 17. EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. However, management shall notify the Union of any such changes as soon as possible. Emergency assignments is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

ARTICLE 18. DETERMINATION BY THE BOARD OF SUPERVISORS

This Memorandum is hereby submitted to the San Diego County Board of Supervisors by the Labor Relations Office and the Union for the Board's consideration and approval. Upon approval, this Memorandum shall become binding upon the County, the Union and all of the employees in the representation unit covered by this Memorandum.

ARTICLE 19. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

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

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

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

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

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

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

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

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

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

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

Jointly submitted and recommended this 8th day of October, 2013.

FOR THE COUNTY OF SAN DIEGO:

DONALD W. TURKO
Director Human Resources

JEANNINE SEHER
Labor Relations MANAGER

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221, CLC (SW UNIT):

LARRY ALCOFF, CHIEF NEGOTIATOR

DAVID GARCIAS, PRESIDENT

ALMA AGUIRRE

ARNOLD ASHLEY

MARIA BALL-VALENCIA

JULIA BIXBY

LISA BREEDLOVE

JULIE BROOMHALL

LAURA CARTER

TRACEY CARTER

PAMELA CHAMBERS

CASSANDRA COATES

MARYBELL COLON

LINDA CORREA

KATHLEEN COSTELLO

DAVID ESPANA

DAVID GONZALEZ

JESUS GONZALEZ

ROBERT GRABLE

DENNIS GREEN

KATHERINE GRIFFEE

KAREN HOCKENSMITH

MARY ISIDRO

KAREN JASINSKI

CAROLE KEATON

KELLY KEY

HEIDI KLEIN

MONTY KROOPKIN

PATRICIA MALDONADO

JOSEPH MOORE

GEORGE MORRIS

DEANNA MYERS

LAWRENCE PIERCE

PAMELA RAPTIS

BRENDA RIZZO

ANNA SILVA

DANI SWALLOW

IRIS TRAMMEL

ALISON WEBB

NANCY WOODFORD