

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY**

SHERIFFS MANAGEMENT (SM) UNIT

NOVEMBER 17, 2000 - JUNE 21, 2007

BOARD OF SUPERVISORS

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

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**MEMORANDUM OF AGREEMENT
BETWEEN THE
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AND THE
DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY**

SHERIFFS' MANAGEMENT (SM) UNIT

November 17, 2000 - JUNE 21, 2007

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 Deputy Sheriffs' Association of San Diego County, hereafter designated as "Association" as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period November 17, 2000, through June 21, 2007, unless a different date or term is contained in a specific Article or Section herein, for those employees working in classifications in the representation unit referred to in Article 2, Section 1 hereof.

ARTICLE 2. ASSOCIATION RIGHTS

Section 1. Recognition

Pursuant to the provisions of the Labor Relations Ordinance of the County of San Diego and applicable State law, the Deputy Sheriffs' Association was certified on June 12, 1979 as the majority representative of County employees in the Sheriffs' Management (SM) unit. The County recognizes the Association as the sole and exclusive representative for the Sheriffs' Management representation unit, consisting of classes known as Sheriff's Captain and Sheriff's Commander (listed in the Appendix of this Agreement) and such classes as may be added to the unit during the term of this Agreement.

Section 2. Payroll Deduction

Upon the receipt of a written request and authorization from an employee for deduction of Association 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 Association. The County shall continue to withhold such deductions unless the employee files a statement with the County withdrawing authorization for the continued withholding of the deductions. The effective date of withholding, time of remitting withholdings to the Association, the effective date of discontinuance and all procedural matters shall be

ARTICLE 2. ASSOCIATION RIGHTS (Continued)

determined in accordance with the rules and regulations of the Auditor and Controller. It is not the County's intent to alter current practices for authorized employee deductions.

Section 3. Association Access

The Association shall provide and maintain with the County's Labor Relations Office, a current list of the names of all authorized representatives of the Association. An authorized representative shall have the right to contact an individual employee represented by the Association in a County facility during the employee's work hours on matters concerning wages, hours and other terms and conditions of employment. Such a representative shall make arrangements with the Division Commander or designee of the Division Commander responsible for the operation of the County facility prior to entering the work location of the employee. The Division Commander or designee of the Division Commander shall have the right to make arrangements for a contact location removed from the work area of the employee.

Section 4. Bulletin Boards

The County will furnish adequate bulletin board space which shall be no smaller than 4' x 4' at locations mutually agreeable to the Association and the Sheriff for the exclusive use of the Association. The bulletin boards shall only be used for posting:

- A. Association election materials.
- B. Association official business reports of the Board of Directors or committees.
- C. Association news bulletins and meeting notices.
- D. Association membership benefits, programs, promotional information.
- E. Other written material which has been approved for posting by the Department.

The Association shall be responsible for maintaining bulletin boards exclusively used by the Association in an orderly condition and shall promptly remove outdated materials.

ARTICLE 3. NO DISCRIMINATION

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

ARTICLE 4. WAGES

Section 1. Wages

A. Wage Rates

1. Fiscal Year 2000-01: Effective November 17, 2000, wage rates shall be as set forth in the Appendix.
2. Fiscal Year 2001-02: Effective June 29, 2001, wage rates shall be as set forth in the Appendix.
3. Fiscal Year 2002-03: Effective June 28, 2002, wage rates shall be as set forth in the Appendix.
4. Fiscal Year 2003-04: Effective June 27, 2003, wage rates shall be as set forth in the Appendix.
5. Fiscal Year 2004-05: Effective June 25, 2004, wage rates shall be as set forth in the Appendix.
6. Fiscal Year 2005-06: Effective June 24, 2005, wage rates shall be as set forth in the Appendix.
7. Fiscal Year 2006-07: Effective June 23, 2006, wage rates shall be as set forth in the Appendix.

B. Direct Deposit

Effective July 1, 2001, all employees must have made 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 may have their payroll advice statements mailed to their address on file with the County.

ARTICLE 4. WAGES (Cont'd)

Section 2. Quality First Program

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

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

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

1. Fiscal Year 2000-01: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.
2. Fiscal Year 2001-02: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.
3. Fiscal Year 2002-03: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.
4. Fiscal Year 2003-04: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.
5. Fiscal Year 2004-05: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.

ARTICLE 4. WAGES (Cont'd)

6. Fiscal Year 2005-06: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.

7. Fiscal Year 2006-07: A pay for performance wage adjustment for a temporary period of time up to two percent (2%) of an employee's biweekly rate may be made to an employee pursuant to the provisions which will be implemented in the Quality First Program.

Employee Eligibility Criteria:

Effective June 27, 2003, eligibility to participate in the Quality First Program requires that, during each applicable plan year:

1. The employee must have begun his/her employment with the County on or before December 31st;
2. The employee must not have received a sub-standard performance evaluation or equivalent rating; and
3. The employee must not have received final disciplinary action, which includes any County appeal or County review procedures including the Civil Service Commission. (*Disciplinary actions are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3.*)

Section 3. Step Advancement

A. Performance-Based Advancement

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

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

ARTICLE 4. WAGES (Contd)

B. Provided that the conditions set forth in A. herein have been met, each employee shall be required to complete the specified number of full months of continuous paid regular service at each step of the salary schedule set forth in the Appendix prior to advancing to the next step on the schedule. Such months in service for each step shall be:

<u>Step</u>	<u>Months</u>
1	Six
2	Twelve
3	Twelve
4	Twelve
5	Twelve

ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

Section 1. Hours of Work

A. Hours of Work

Biweekly compensation prescribed in the Appendix is based on a full-time schedule of eighty-five (85) working hours in each standard work period. Paid time is standard duty time worked plus any paid leave.

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

The standard work period is fourteen (14) consecutive days starting on a Friday and ending on Thursday fourteen (14) days later.

B. Meal Periods

1. Uniformed Sworn Personnel Assignment As Defined By The Sheriff: Meal periods for employees in uniform assignments shall be one half (1/2) hour inclusive of their regular work day regardless of the length of their shift. Such paid meal periods shall generally be taken at approximately the middle of their scheduled shift as determined by supervision.

2. Non-Uniformed Sworn Personnel Assignment As Defined By The Sheriff: Meal periods for employees in non-uniform assignments shall be one half (1/2) hour exclusive of their regular work day regardless of the length of their

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

shift. Such unpaid meal periods shall generally be taken at approximately the middle of their scheduled shift as determined by supervision.

Section 2. Calculation of Premiums and Bonuses

Premiums are paid in addition to the employee's base wage rate. Premiums designated as a percentage are calculated as a percentage of the employee's base rate for each individual premium. Premiums are not compounded or pyramided.

Section 3. Temporary Assignment Pay

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

- A. 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 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.
- E. The assignment must be for over four (4) weeks, but must not exceed twenty-six (26) weeks.
- F. The employee so assigned shall be compensated by receiving, in addition to base rate of compensation which has been established for his/her current class, a "bonus rate." This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class.
- 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

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

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.

Section 4. Education Bonus

A Sheriff's Captain or a Sheriff's Commander who possesses a Peace Officer Standards and Training Management Certificate shall be compensated at ten percent (10%) above the base hourly wage rate established for the Captain or Commander in the Appendix.

ARTICLE 6. PAID LEAVES

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, Third Monday in February
10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May
12. Floating Holiday - in lieu of Admissions Day

Section 1. Holidays and Holiday Compensation

In addition, any other day of national mourning or celebration provided that it has been proclaimed by the Board of Supervisors, and provided that the Board directs the closure of all County offices for public service. 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. Days of Holiday Observation

ARTICLE 6. PAID LEAVES (Cont'd)

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

B. Floating Holiday (In Lieu of Admissions Day)

Employees who have paid service in payroll 01 of each year, shall be entitled to eight-and-one-half (8½) hours of holiday time. This time may be taken beginning in payroll 03 at a time agreeable to both the employee and the appointing authority. This day shall not be considered a holiday for payroll purposes.

C. Birthday Holiday

An employee shall receive his/her birthday off as a holiday. If the appointing authority requires the employee to work on his/her birthday, or if the birthday falls during the employee's absence on paid leave, or on a holiday, the employee shall receive the equivalent of one-tenth (1/10th) the number of hours in that employee's standard work period. A birthday occurring on a Saturday shall be taken on the preceding Friday. A birthday occurring on a Sunday shall be taken on the following Monday. If the needs of the department require the employee to work, the employee shall have the choice of another day approved by the appointing authority, on which to observe the birthday holiday.

D. 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 day after a holiday shall receive compensation for eight-and-one-half (8½) hours of holiday time. 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.

E. Compensation for Holidays Worked

Employees who are required to work on a day observed by the County as a holiday, shall be compensated at straight time compensatory time for each hour worked on the holiday up to a maximum of eight-and-one-half (8½) hours, or one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period, whichever is less.

F. 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

ARTICLE 6. PAID LEAVES (Cont'd)

one-tenth (1/10th) the number of regularly scheduled hours in the employee's standard work period. Sunday holidays will be observed on Monday.

G. Holidays for Employees Assigned to the Courts

The purpose of this provision is to achieve consistency in the scheduling of holidays for County employees assigned to work in the courts with those holidays observed by the courts and shall not be construed to provide greater or lesser compensation for, or number of, holidays than that received by employees assigned to work in other County departments each fiscal year.

1. Employees assigned to the courts shall receive any holiday observed by the courts if that holiday is not observed by other County offices and departments; and
2. Employees assigned to the courts shall not receive any holiday observed by County offices and departments which is not also observed by the courts.
3. Notwithstanding subparagraph E, in the event a holiday is observed by the Courts that is not also observed by the County, the appointing authority may require County employees to use paid or unpaid leave on the Court holiday.

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.

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 (12 months) of continuous paid service in his/her current employment.

ARTICLE 6. PAID LEAVES (Cont'd)

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	4.615% of working hr.	102 hrs/12 work days
5 to 15	6.548% of working hr.	144.5 hrs/17 work days
15 or more	8.461% of working hr.	187 hrs/22 work days

The rate of earned vacation shall be changed at the beginning of the standard work period following entitlement to such change.

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

C. Granting Requests, Schedules

Vacation schedules shall be arranged by the appointing authority in a manner which assures appropriate coverage of service needs and considers the wishes of the employees. Each employee's vacation request shall be subject to the approval of the appointing authority who shall determine when vacation time shall be taken. At the discretion of the appointing authority, an employee's annual vacation time may be divided into separate time periods if the needs of the service require such division.

An employee may be permitted to alter his or her scheduled vacation time upon the approval of the appointing authority. Vacation may be taken by an employee for time segments of no less than one (1) hour with the approval of the appointing authority.

The appointing authority may require an employee to take vacation time. Unless requested by the employee, no vacation will be scheduled for a time period of less than five (5) consecutive work days by the appointing authority.

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

ARTICLE 6. PAID LEAVES (Cont'd)

employee or of the vacation credits designated as the employee's "High Water Mark". This is the employee's "Maximum Balance".

2. In any payroll period, an employee shall earn vacation equal to the lesser of:
 - a. The earnings specified in Section 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. Employees whose vacation accumulation exceeds their Maximum Balance on the effective date of this agreement will not have the excess credits removed except through normal usage (including Catastrophic Leave donations), pay down in accordance with Section 2.E. below, pay off in accordance with Sections 2.F. or 2.G. below, or adjustment required to correct an error.
5. The County shall notify employees who have reached 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 a maximum amount of four-thousand dollars (\$4,000) per fiscal year, which will leave a remaining balance of no less than seventy-five percent (75%) of the Maximum Balance.

ARTICLE 6. PAID LEAVES (Cont'd)

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. California Labor Code Section 4850 Exception

Notwithstanding Section E (3) above, an employee who is on California Labor Code Section 4850 time for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section E above.

G. Vacation Credits at Separation from County Service

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

When an employee is to be paid the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay on the date of separation which shall include those 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.

H. One-Time Paydown as of January 12, 2001 (Payroll 15)

1. Eligible employees are those who have excess vacation balances as specified on the January 12, 2001 vacation report.

Implementation of "High Water Mark" and one-time pay down procedure of excess vacation balances: Based on the vacation report dated January 12, 2001, an employee whose vacation balance exceeds the employee's Maximum Balance (two times the employee's annual accrual) shall: (a) have his/her balance of vacation credits designated as that employee's "High Water Mark"; and (b) receive cash for his/her excess vacation credits as follows:

- a. Employees whose vacation credits as of January 12, 2001 are in excess of the Maximum Balance, shall be assigned a "High Water

ARTICLE 6. PAID LEAVES (Cont'd)

Mark” which is the employee’s total balance of record as of January 12, 2001. This High Water Mark shall function as the employee’s Maximum Balance as set forth in 2.D. herein. Thereafter, the employee may accrue vacation credits up to his/her Maximum Balance/High Water Mark.

- b. Employees with excess vacation credits worth more than four thousand dollars (\$4,000) will receive a cash payment of four thousand dollars (\$4,000). The employee’s vacation credits will be reduced accordingly.
- c. Employees with excess vacation credits worth less than four-thousand dollars (\$4,000) will receive a cash payment of the number of vacation credits equal to the employee’s annual accrual, not to exceed four-thousand dollars (\$4,000). The employee’s vacation credits will be reduced accordingly.

No employee will receive more than four thousand dollars (\$4,000) under this provision.

2. The one-time cash payment shall be:

- a. Administered in accordance with the regulations of the Auditor and Controller, provided that the employee has sufficient vacation credits available and shall not result in a remaining balance of less than eight-five (85) hours.
- b. Concurrent with FY 2000-01 Pay Period #15 and shall be made on the basis of the employee’s basic rate of pay effective on January 12, 2001 which shall include those premiums or bonuses which are paid as part of the employee’s hourly rate exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

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.

A. Eligibility

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

B. Amount of Leave

ARTICLE 6. PAID LEAVES (Cont'd)

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.

Leave granted under this Section shall be taken at the time of the death or funeral and shall not be deducted from other leaves of absence or compensatory time off to which the employee may be entitled; except as provided immediately above.

C. Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandmother, grandfather, grandchild, parent, step-parent, parent-in-law, 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.

Section 4. Sick Leave

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

An employee may also be granted up to a maximum of sixty (60) 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 sixty (60) 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 credits are those employees who are paid at a biweekly rate, and who have regularly scheduled paid service of no less than one-half of the standard eighty-five (85) hour work period.

B. Earnings

ARTICLE 6. PAID LEAVES (Cont'd)

Eligible employees shall earn sick leave credit at the rate of five percent (5%) of the employee's regularly scheduled hours per standard work period. The hour/day approximate equivalent sick leave accrual for full-time employees over one year (26 pay periods) is one hundred ten and one-half (110½) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth (1/10th) of one (1) hour, up to a maximum of four-and-one-quarter (4.25) hours, at the beginning of the standard work 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 standard work period following the standard work period in which it was earned. 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) work days of sick leave shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

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

F. Sick Leave Incentive Pilot Program

1. 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

ARTICLE 6. PAID LEAVES (Cont'd)

retirement service credits subject to the rules and regulations of the San Diego County Retirement Association, provided that:

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

Notwithstanding the provisions of Section 4 (G) below, employees eligible under Section 4 (F), may elect to: 1) receive their full cash payment under Section 4 (G) and then convert their remaining eligible hours under Section 4 (F); or 2) waive receiving the full cash payment under Section 4 (G) and convert their eligible hours under Section 4 (F).

2. Term of Pilot Program: The provisions of the Sick Leave Incentive Pilot Program will remain in effect only during the term of this agreement and will expire and have no force or effect on or after June 21, 2007.

G. Compensation for Unused Sick Leave

1. Employees who enter County service after June 25, 1981, 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 a portion of that employee's accumulated sick leave credits as follows: Employees who entered County service prior to June 25, 1981, and who were in an eligible class on or before January 13, 1978, shall be entitled to the fifty percent (50%) payoff of unused sick leave accrued prior to January 13, 1978, and twenty-five percent (25%) payoff of unused sick leave accrued after January 13, 1978. 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 on or prior to June 25, 1981, and in accordance with the above provisions, shall be compensated for their unused sick leave credits as determined by the following payout ranges:

\$ 19,001 to \$ 20,000

ARTICLE 6. PAID LEAVES (Cont'd)

18,001	to	19,000
17,001	to	18,000
16,001	to	17,000
15,001	to	16,000
14,001	to	15,000
13,001	to	14,000
12,001	to	13,000
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 24, 1981.

H. 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 basis of the employee's base rate of pay on the date of separation, which shall include those 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.

I. 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 retirement; or

ARTICLE 6. PAID LEAVES (Cont'd)

- c. To the extent that recovery is made by the County either through Worker's 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.

J. Reserve Sick Leave Credit

At time of hire, an employee is credited ten (10) days reserve sick leave pending normal accrual during the first year of employment.

Section 5. 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 shall be subject to review and approval by the Director, Department of Human Resources.

Every request for military leave shall set forth information as the Director, Department of Human Resources, requires and shall be accompanied by a copy of the official orders or other official documentation satisfactory to the Director which confirms the employee was required to engage in military service and did perform such service.

Section 6. 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

Bi-weekly rate employees shall be eligible to receive administrative leave.

C. Conditions

ARTICLE 6. PAID LEAVES (Cont'd)

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

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee himself or herself, and that such circumstances are sufficiently unclear to make a final determination without an investigation of whether the employee contributed or may contribute to such harm.
2. The removal of employee from the County work site is essential to insure 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 subsections C.1 or C.2 above, by reassigning the employee to other duties or to a different work site within the department; or
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or
3. The emergency or extraordinary circumstances, referenced under subsection 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.

ARTICLE 6. PAID LEAVES (Cont'd)

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

F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under subsection C. above. Administrative leave may be extended for up to an additional twenty (20) working days if more time is needed to complete the investigation, subject to the approval of the Director. In cases of criminal investigations by law enforcement agencies or pending Skelly hearings, further leave may be extended upon approval of the Director. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's absence from the County work site is no longer essential.
3. At the end of the ten (10) day period of authorized administrative leave, or thirty (30) day period if extended, the employee shall return to duty, unless:
 - a. Other forms of authorized leave are approved by the appointing authority; or
 - b. A final order of suspension or termination against the employee has been implemented.

Section 7. Catastrophic Leave Program

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

ARTICLE 6. PAID LEAVES (Cont'd)

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse or child, has exhausted all earned leave credits including but not limited to sick leave, compensating time and holiday credits, and is therefore facing financial hardship.
- B. The transfers must be for 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 vacation credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by his/her appointing authority, the total vacation credits in excess of one thousand forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to approval of the Chief Administrative Officer.
- E. The transfers are irrevocable, and will be indistinguishable from other vacation credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- F. Transfers shall be administered according to the rules and regulations of 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 an interdepartmental transfer) will be provided for on such form.
- G. This program is not subject to the Grievance Procedure of this MOA.

Section 8. Disputes: Paid Leaves

Except for Section 7. Catastrophic Leave, any disputes which may 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 7. UNPAID LEAVES

Section 1. Leave of Absence Without Pay

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

ARTICLE 7. UNPAID LEAVES (Continued)

A. Leave Without Pay With Right of Return

If granted, after such leave, the employee shall be entitled to return to the same class in the same department as was occupied at the commencement of the leave.

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

1. Leave without pay for a maximum of sixty (60) work days.
2. Leave without pay to accept a temporary appointment to a classified position in another County department. Such leave shall be for a maximum of twenty-six (26) biweekly pay periods.
3. Leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability, but not to exceed one (1) year. However, if an employee is unable to return to work at the end of one (1) year, the employee shall be placed on leave without pay without right to return for a maximum of one (1) year. While on this additional leave, the employee shall have the right to the first vacancy in the class in the department.

At the discretion of the appointing authority, and approval of the Director, Department of Human Resources, an employee may be granted leave without pay for good cause, other than illness up to twenty-six (26) biweekly pay periods. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.

B. Leave Without Pay Without Right of Return

If granted, after such leave, the employee shall have no entitlement to return to the same class in the same department as he/she occupied at the commencement of the leave. At the expiration of this leave, if an employee is not offered an opportunity to return to the same class of position in the same department, the employee shall be deemed to have resigned and shall retain only those rights afforded any employee who resigns in good standing.

C. Leave Without Pay - Staff to Elected Official

A classified employee may be granted an indefinite leave without pay, with or without the right to return, to accept an unclassified position as staff to an elected official.

D. Cancellation of Leave Without Pay

ARTICLE 7. UNPAID LEAVES (Continued)

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

E. Denial of Leave

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

Section 2. Voluntary Work Furlough (Short-Term)

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

- A. Leave must be taken in increments of one full regular workday for the eligible employee (e.g., 8, 8½, 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 times 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 standard work 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. Employees shall not be required to use accumulated vacation and compensatory time off prior to taking this special unpaid leave.
- G. Any denial of furloughed employees' request to return shall be subject to the negotiated grievance procedure.
- H. Such leave is available only to employees who are on paid status the entire work day before as well as the entire workday after the work furlough day(s).

ARTICLE 7. UNPAID LEAVES (Continued)

- I. Employees on other leave without pay shall not be eligible for work furlough, and short-term work furlough shall not be substituted for other leave without pay.

Section 3. Voluntary Work Furlough (Long-Term)

Upon determination by the appointing authority that workforce reductions are necessary in the department, the appointing authority, with approval of the Director, Department of Human Resources, may, upon request of the employee, grant a permanent employee leave without pay with right of return 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. The physical fitness standard applicable upon return shall not be greater than the standard applicable to the employee at the time of the furlough request.
- C. Time on this type of leave shall apply toward time in service toward seniority for purposes of layoff.
- 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.
- G. Any denial of furloughed employees' request to return shall be subject to the negotiated grievance procedure.

Section 4. Family Medical Leave

- A. Definition

ARTICLE 7. UNPAID LEAVES (Continued)

Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3, 107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

B. Eligibility

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

C. Conditions

1. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.
2. The requested leave will be counted against the employee's annual FMLA and California Family Rights Act ("CFRA") entitlement as well. This notice shall refer to the leave as "FML".
3. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member, they must provide medical certification on the form entitled "Certification of Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.
4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.
5. The County will continue to make its regular contributions towards 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

ARTICLE 7. UNPAID LEAVES (Continued)

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.

6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.12.
7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid leave, they may not be entitled to return to their previous position.
8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12.

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES

Section 1. Uniform Allowance

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

A. Maintenance

1. For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday of Payroll Number 05 of each fiscal year, pay a uniform maintenance allowance to an employee who is in the eligible class in Payroll Number 04 of the fiscal year, and who has continuous satisfactory service in a uniformed class during all or a portion of the preceding twenty-six (26) pay periods as follows:

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

2. Required Paid Service in Eligible Class Allowance

Over 1650 hours	\$725	(3/3)
Over 1100, but not over 1650 hours	\$479	(2/3)
Over 550, but not over 1100 hours	\$239	(1/3)
550 hours or less	-0-	(0/3)

Section 2. Safety Equipment

If the Sheriff determines that an employee must be provided with any of the following equipment, the County shall provide:

- A. Authorized firearm.
- B. Accompanying accessories for authorized firearm including any authorized attachments.
- C. An employee shall use the weapon and accessories issued to him/her. An employee may, with the approval of the Department, substitute a personal weapon for the issued weapon. The personal weapon must be approved by the Department.
- D. Rain gear, which shall be supplied sufficient for all deputies on duty, plus additional gear for those deputies who are called back to duty in cases of emergency.
- E. Safe Airway Mask.
- F. Currently warranted protective body armor shall be provided to any employee assigned to carry a firearm on duty.

Section 3. Parking and Transportation

A. Parking

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

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

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

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

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

The County shall provide a reimbursement 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 thirty dollars (\$30) 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 Ticket," or similar monthly pass. Employees are eligible to participate in the Transit Pass Program after the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass, or the actual cost of one (1) Coaster 10-Trip Ticket during any given month; or
2. Twenty-five dollars (\$25) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or
3. Ten dollars (\$10) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program at the below locations.

Applicable locations for 2. and 3. above: San Diego Courthouse, Hall of Justice, Jail, 1027 10th St., Ash Street Facility, Center City Building, the Beech Street Office, the Wells Fargo Building, 1350 Front Street, Family Law Court and 1501 Sixth Ave. Eligibility for 2. and 3. above is to be determined through certification by the appointing authority that the employee has incurred either, a) parking expense of at least twenty-five dollars (\$25); or b) expense as a participant in the County Ride-Sharing Program of at least ten dollars (\$10) per month, subject to the rules and regulations of the Auditor and Controller. The administration of the reimbursement to employees for purchased transit passes shall be subject to the rules and regulations of the Auditor and Controller and the Employee Benefits Office.

Section 4. Mileage Reimbursement

A. Private Mileage

1. Certification: Certification determines whether an employee is eligible to drive on County business or not. The Department Head may authorize an eligible employee either to receive reimbursement at the rate in (3) below for miles driven on County business in the employee's private vehicle; to drive a

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

County car on County business; or to use a County pool car on County business. Recertification confirms whether an employee is eligible to drive on County business or not.

2. Rationing: In the event a gasoline rationing/allotment program is mandated, the County will not require an employee to use his/her personal allocation for County business.
3. Rate of Reimbursement: Employees who use their personal vehicle for County business shall be reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.

B. Use of County Cars

1. Certification: See Section 4, subsection A.1.
2. The County may require an employee to use a County vehicle when the employee drives on County business.
3. It is the policy of the Board of Supervisors that the assignment and use of County-owned vehicles shall be pursuant to Board of Supervisors Policy H-10. The use of County-owned vehicles and vehicle equipment for other than official County business is prohibited (County Administrative Code - Section 398.10).

C. Changes

In reassigning an employee from a private vehicle to a County vehicle or vice versa, the County will consider the needs of the employee as well as the efficiency and economy of County operations, including consideration of those positions with high mileage.

D. Reimbursement Schedule for Travel Outside San Diego County

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

Section 5. Meals

1. If an employee works four (4) hours or more beyond his/her normal regular scheduled shift, that employee shall be entitled to reimbursement for a meal

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

as follows: breakfast up to eight dollars (\$8.00); lunch up to ten dollars (\$10.00); and dinner up to seventeen dollars (\$17.00). The employee shall submit proof of meal purchase.

2. Employees assigned to a detention facility which provides meals for inmates and employees assigned to the associated transportation division shall be provided a meal or meals without charge at the assigned facility during normal meal service times.

ARTICLE 9. EMPLOYEE BENEFITS

Section 1. Retirement

Retirement benefits for employees hired on or prior to September 30, 1978, shall be those established for Tier I of the General Retirement Program or Tier I of the Safety Retirement Program for eligible employees.

Retirement benefits for employees hired on or after October 1, 1978, shall be those established for Tier II of the General Retirement Program or Tier II of the Safety Retirement Program for eligible employees.

The County shall pay the rate prescribed for employer contributions into the General and Safety Retirement Fund for the Tier I and Tier II programs in accordance with the rules and regulations governing such employer contributions.

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

Thirty (30) Year Employees: The County shall provide a payment of one thousand five hundred dollars (\$1,500) once annually to employees who have no contribution to the retirement fund. To be eligible for this payment, the employee must have attained thirty (30) years of qualifying retirement service credit in accordance with the law, rules and regulations governing such credit on the last day of Payroll #02. Such one-time payment shall be made on the payday for Payroll #04.

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

The County shall make no changes to the benefits of Tier I or Tier II during the terms of this Agreement, except as provided in subsection "A" and "B" below.

A. Elimination of Tier II

Effective March 8, 2002, based upon their respective Tier II general and/or Tier II safety statuses, retirement benefits for employees hired on or after October 1, 1978, shall be respectively converted prospectively to those established for Tier I of the General Retirement Program and/or Tier I of the Safety Retirement Program for eligible employees. Upon the March 8, 2002 effective date, such employees shall pay, via payroll deduction, the amount prescribed by the rate established for each

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

employee's contribution for their respective General and/or Safety benefit Tier I into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions.

The County shall pay the accrued liability for respective previous service before March 8, 2002 for the elimination of Tier II general and/or Tier II safety conversion to Tier I general and/or Tier I safety status and pay the respective rate prescribed for employer contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such employer contributions.

Any active eligible member in the safety or general retirement program who has paid or is currently paying to convert their previous respective Tier II general and/or Tier II safety statuses to Tier I general and/or Tier I safety statuses, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8, 2002 or within sixty (60) days after the later effective date, whichever is later. The County will provide rules and forms for implementing the reimbursement claim payment.

B. Formula Enhancement – 3% @ 50

Effective March 8, 2002, the Safety Retirement Program for Tier I eligible employees, shall be enhanced to a three percent (3) at age fifty (50) formula and safety members shall be converted to full safety retirement consistent with law and subject to the rules and regulations of the San Diego County Employees Retirement Association.

The County shall pay the accrued liability for previous service before March 8, 2002 for the three percent (3%) @ fifty (50) formula enhancement only, pay for the accrued liability for conversion to full safety retirement for qualifying service, and pay the normal cost increase for prospective service for the three percent 3% @ fifty (50) rates only prescribed for contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such contributions. Notwithstanding the provisions of "A" above and "B", the employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

Any active safety member who was converted to safety membership and who has paid or is currently paying to convert their previous respective general membership, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8, 2002, or within sixty (60) days after the later effective date, whichever is later. The County will provide rules and forms for implementing the reimbursement claim payment.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

C. Retirement Offset

1. Unless modified by Section C.2. hereinbelow, notwithstanding the above, the County will offset a portion of the employee's prescribed rate. The County shall contribute up to nine-and-one-half percent (9.5%) of each employee's prescribed amount, but no more than the employee's established rate. In the event that the employee's rate is less than nine and one-half percent (9.5%), the employee shall not be credited with the difference.
2.
 - a. For employees hired on or after March 29, 1996, no retirement offset shall be paid until that employee qualifies by having completed at least twenty-six (26) months of continuous service in the County retirement system.
 - b. Upon completion of at least twenty-six (26) months of continuous service in the County retirement system, employees covered by "a" above, shall receive four and three quarter percent (4.75%) retirement offset 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, subsection C.1. hereinabove shall apply.
 - c. Notwithstanding subsection C.2.a. hereinabove, the County has the right to:
 - i. determine which classification(s), if any, shall be exempted from this provision;
 - ii. implement such determinations as the County deems advisable.

D. Renegotiation

The County and Association acknowledge that all provisions of this Agreement, including Article 9, Section 1, Retirement, together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement, to the extent provided by law.

Section 2. Insurance

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Employees employed on a full-time (85-hour standard work period) 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 (42½ hours or more in an eighty-five (85) hour standard work period) and paid on a biweekly 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, 1994.

1. Plan Design. The flexible benefits plan is a cafeteria-style benefits program wherein the County makes a contribution towards 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:

a. "Core" Benefits:

- ☞ health insurance
- ☞ County basic life and AD&D insurance

b. 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 towards health, dental, vision and/or voluntary AD&D plans.

2. Coverage.

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

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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

- b. Coverage by County Spouse: An eligible County employee married to another eligible County employee and who submits satisfactory “proof of health insurance” coverage may elect health insurance coverage as a dependent under the spouse’s primary plan. In such a case, the employee covered as a dependent will have the “employee only” County contribution amount available to apply towards the employee’s Flexible Benefits Plan during the employee’s active employment.

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

 - d. Domestic Partner: An employee may elect to cover a domestic partner under the County’s health, dental or vision plans. To cover a domestic partner, the employee must meet and agree to the specifications set forth on an “Affidavit of Domestic Partnership.” 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.
3. County Contribution Towards Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution towards 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 towards the Flexible Benefits Plan. The County’s contribution towards the Flexible Benefits Plan shall be:

	Per Month	Approximate* Annual
Employee Only	up to \$164.00	\$1,968.00*
Employee + 1	\$230.00	\$2,760.00*
Employee + 2 or More	\$291.00	\$3,492.00*

* Based on 12 Months of Employment

ARTICLE 9. EMPLOYEE BENEFITS (Continued)

Effective October 1, 2001:

	Per Month	Approximate* Annual
Employee Only	up to \$174.00	\$2,088.00*
Employee + 1	\$240.00	\$2,880.00*
Employee + 2 or More	\$301.00	\$3,612.00*

* Based on 12 Months of Employment

Effective October 1, 2002:

	Per Month	Approximate* Annual
Employee Only	up to \$184.00	\$2,208.00*
Employee + 1	\$250.00	\$3,000.00*
Employee + 2 or More	\$311.00	\$3,732.00*

* Based on 12 Months of Employment

Effective October 1, 2003:

	Per Month	Approximate* Annual
Employee Only	up to \$196.00	\$2,352.00*
Employee + 1	\$276.00	\$3,312.00*
Employee + 2 or More	\$362.00	\$4,344.00*

* Based on 12 Months of Employment

Effective October 1, 2004:

	Per Month	Approximate* Annual
Employee Only	up to \$208.00	\$2,496.00*
Employee + 1	\$302.00	\$3,624.00*
Employee + 2 or More	\$414.00	\$4,968.00*

* Based on 12 Months of Employment

ARTICLE 9. EMPLOYEE BENEFITS (Continued)

Effective October 1, 2005:

	Per Month	Approximate* Annual
Employee Only	up to \$220.00	\$2,640.00*
Employee + 1	\$328.00	\$3,936.00*
Employee + 2 or More	\$466.00	\$5,592.00*

* Based on 12 Months of Employment

Effective October 1, 2006:

	Per Month	Approximate* Annual
Employee Only	up to \$232.00	\$2,784.00*
Employee + 1	\$354.00	\$4,248.00*
Employee + 2 or More	\$518.00	\$6,216.00*

* Based on 12 Months of Employment

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.

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

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

- 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 shall pay all premiums in advance for the first three months of continuance and shall pay further premiums in quarterly payments thereafter no later than the 21st of the last month of each quarter. 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, 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: 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, dental and/or vision insurance coverage for up to eighteen (18) full months following the month in which the leave commenced.

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

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

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

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

B. Life Insurance

ARTICLE 9. EMPLOYEE BENEFITS (Continued)

The County's Flexible Benefits Plan shall include, as "Core Benefits":

1. Dependent Life insurance of two thousand dollars (\$2,000) for each dependent.
2. A Term Life Insurance Policy of one times (1X) the employee's annual salary or a minimum of fifty thousand dollars (\$50,000), whichever is greater, to a maximum coverage of one hundred fifty thousand dollars (\$150,000). At age seventy (70), this will be reduced to sixty percent (60%) and at age seventy-five (75), this will be reduced to forty percent (40%).
3. An Accidental Death & Dismemberment policy of one times (1X) the employee's annual salary or a minimum of fifty thousand dollars (\$50,000), whichever is greater, to a maximum coverage of one hundred fifty thousand dollars (\$150,000). At age seventy (70), this will be reduced to sixty percent (60%) and at age seventy-five (75), this will be reduced to forty percent (40%).
4. Disability Insurance. Coverage of two-thirds (2/3) of employee's salary up to eight thousand dollars (\$8,000) per month. Benefits are to start ninety (90) days after disability and continue to age sixty-five (65) or until disability ends. For disabilities commencing between age sixty (60) and seventy (70), the benefits duration is decreased slightly for each year of increased age; benefits cease at age seventy (70). Benefits are integrated with Social Security, Worker's Compensation, and Retirement Disability plans.

The County shall provide the insurance plan described in Items 1, 2, 3, and 4 in Section B "Life Insurance", subsection 1 hereinabove, for each eligible employee at no expense to the employee.

- C. The administration of these benefits are subject to the rules and requirements of the Department of Human Resources, provided that any change in the rules and requirements does not result in a detriment to the employees.

Section 3. 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).

ARTICLE 10. PERSONNEL PRACTICES

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Section 1. Dismissal During Probation

It is the Department's policy to generally provide at least five (5) working days written notice to an employee who is dismissed during the probationary period.

Section 2. Personnel Records

A. Employee Access to His/Her File

An employee, or an Association representative with the written consent of the employee, may inspect that employee's personnel file. All material obtained from other employers and agencies received at the time the employee was hired are excepted from this access.

B. Placement of Materials in Employee File

An employee is entitled to read any statement written by his/her supervisor or appointing authority on his/her work performance or conduct if such statement is to be placed in the employee's file. The employee shall acknowledge reading such material by signing the copy to be filed, with the understanding that the signature only signifies that the employee has read the material and does not necessarily indicate agreement with its contents. If the employee refuses to sign the material, the supervisor will sign it, noting this refusal.

C. File Containing Disciplinary Records

Materials placed in the employee's "disciplinary file" which are written reprimands more than two (2) years old, and disciplinary actions with more severe penalties more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which may show patterns of similar misconduct as defined in the Department's Rules and Regulations and Department Instructions.

D. Filing of Commendations

Correspondence of commendation may be placed in the employee's personnel file, except where such correspondence is shown to be frivolous. In that case, it will be returned to the employee.

Section 3. Advance Notice of Departmental Procedures

When the Sheriff provides draft copies of proposed policy changes or proposed new policies to the Department's Executive Management Team, a copy shall also be furnished to the Association.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Section 4. 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, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

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

Section 5. Layoff Procedure

A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this rule/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, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the 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 Department and which are necessary to the operation of the Department, may be

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

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 Department and Association. Prior to the occurrence of a layoff, the Director shall provide written notice to the Association when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.
2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. This 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;

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

- 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 fifteen (15) calendar days prior to the effective date of the layoff.

E. Order of Layoff

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

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.
2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.
3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.
4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

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

F. Seniority

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

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

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 (a) above.

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

Total historical ratings: _____ Hrs.
Plus: standard rating: _____ Hrs.
Total: _____ Hrs./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

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

lower class by this action except by completing a new full probation period in such lower class.

I. Cash in Lieu of Compensatory Time Off

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

J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees shall be on the reinstatement list for two (2) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal. In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal to or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

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

1. A new probationary period shall not be required of 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 two (2) 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 paid cash at the time of

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

Section 6. Drug and Alcohol Use Policy

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

The parties agree that the County may re-open the meet and confer process on the issue of Random Drug Testing solely with the Deputy Sheriffs' Association, or with COG-type organizations, via the re-opener clause XV Labor-Management Committee, paragraph 2, page 17 of the Drug and Alcohol Use Policy.

Section 7. County Smoking Policy

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

Section 8. Time Off for Selection Procedures

An employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the appointing authority, or the Director of Human Resources if such procedures are scheduled during the employee's working hours for the purpose of determining eligibility for movement to another class in County service or transfer from one (1) County agency/department to another. If such procedures are not scheduled during the employee's working hours, time spent by the employee is not compensated in any way.

ARTICLE 11. GRIEVANCE PROCEDURE

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

A. Definition

ARTICLE 11. GRIEVANCE PROCEDURE (Continued)

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 the Sheriff's Policy and Procedure Manual, provided that the enjoyment of the condition of employment is not made subject to the discretion of the Sheriff or the County. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;
2. Covered by the Labor Relations Ordinance;
3. Concerning Performance Reports;
4. Concerning any other subject, unless the subject is covered by the express terms of this Agreement or any portion of the Sheriff's Policy and Procedure Manual that relates specifically to wages, hours and other terms and conditions of employment.

B. Stale Grievance

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

C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and his/her immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself/herself individually, or he/she may request the assistance of an employee representative of his/her choice 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 or the Sheriff's Policy and Procedure Manual which is

ARTICLE 11. GRIEVANCE PROCEDURE (Continued)

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 Superior

The superior shall have seven (7) working days in which to review and answer the grievance in writing after receipt. Although no meeting is required at this level, the employee and his/her representative may be present at and participate in any such meeting as the superior may choose to conduct.

If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the written answer within which to file an appeal to the Sheriff.

F. Grievance to Sheriff

The Sheriff, or the Sheriff's designee, shall have seven (7) working days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Sheriff or the Sheriff'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 Sheriff, or the Sheriff'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 Sheriff, or the Sheriff's designee, may by mutual agreement waive review of the grievance at the superior level and proceed to present the grievance to the Sheriff.

H. Advisory Arbitration of Grievances

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

I. Informal Review by Labor Relations Office

ARTICLE 11. GRIEVANCE PROCEDURE (Continued)

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

J. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Office and the grievant or his/her representative. If the Labor Relations Office and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five qualified arbitrators. The Labor Relations Office and the grievant or his/her representative 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 advisory in nature. 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.

Upon receipt of an advisory decision, the Sheriff shall, within seven (7) workdays, render a written decision which shall be final on those matters which fall under jurisdiction of the Sheriff.

L. Payment of Costs

Each party to a hearing before an arbitrator shall bear its 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

ARTICLE 11. GRIEVANCE PROCEDURE (Continued)

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

N. Non-Association Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the Association, the Sheriff and the County shall make no disposition of a grievance which is inconsistent with the terms and conditions of this Agreement. In the event an employee shall elect to go to arbitration independently under paragraph H. hereof, the Association shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its members under the terms of this Agreement.

In the event the Association determines that an inconsistent award has been made, the Association on its own behalf, may file a grievance pursuant to paragraph F of this Article, for the purpose of seeking to amend such disposition.

- O. The grievance procedure is intended to ensure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by a supervisor, superior, or department head.

ARTICLE 12. 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 Association.

ARTICLE 13. PROVISIONS OF LAW

If any provision of this Agreement 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 Agreement shall not be affected thereby.

ARTICLE 14. CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

ARTICLE 16. PROHIBITION OF JOB ACTION (Contd)

The provisions of this Agreement, together with those subjects of wages, hours and working conditions subject to meet and confer that are currently in existence in writing, or are known to exist and have been approved by a Sheriff's Captain or Officer of higher rank and which are not changed by this Agreement, shall not be revised to adversely affect the employees in this unit during the term of this Agreement unless by mutual agreement or exhaustion of the meet and confer process in accordance with Government Code Section 3500 et. seq.

ARTICLE 15. CONFLICT OF PROVISIONS

In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the County or any of its divisions, the terms of this Agreement shall prevail and said written rule, regulation or ordinance shall be physically amended to conform to the specific provisions of this Agreement.

ARTICLE 16. PROHIBITION OF JOB ACTION

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

- A. The unimpaired continuation of County services is of paramount importance to County residents. Therefore, during the term of this Memorandum of Agreement and during the course of the meet and confer process necessary to conclude a successor Agreement to this Memorandum of Agreement, inclusive of completion of the full impasse process (Article IV, Sections 3 and 4, of the San Diego County Labor Relations Ordinance #8588), not to exceed 180 days from the declaration of impasse or from the expiration of this Memorandum of Agreement, or from any other extensions agreed to by the parties which may extend the period beyond 180 days, neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment.
- B. An employee who engages in any activity prohibited in subsection A hereinabove, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.
- C. In addition to the administrative adjustments authorized by subsection B hereinabove, the County reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
- D. If the Board of Supervisors, by majority vote, determines to its satisfaction, that subsection A hereinabove has been violated by the Association, the County may take reasonable action(s), exclusive of decertification, against the Association.
- E. The Association, its representatives, and represented County employees shall comply with the provisions of this Memorandum of Agreement and shall make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection A hereinabove, the Association, its representatives, and represented County employees agree to take

ARTICLE 16. PROHIBITION OF JOB ACTION (Continued)

appropriate steps necessary to assure compliance with this Memorandum of Agreement.

ARTICLE 17. MEMORANDUM OF AGREEMENT

The County and the Association agree to a 50/50 sharing of cost of printing the MOA up to a maximum of two thousand (2,000) copies to be forwarded to the Association.

ARTICLE 18. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), the Association agrees to meet and confer with the County upon request regarding revisions to Civil Service Rules and procedures and to re-open those provisions of this Agreement which may be affected.

B. Reclassification Study

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), the Association agrees to meet and confer with the County upon request regarding the results of the County-wide reclassification study and to re-open those provisions of this Agreement which may be affected.

C. Deferred Retirement Option Program (DROP)

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14) and no earlier than September 1, 2001, the Association or the County agrees to meet and confer with the other party upon request regarding a cost-neutral Deferred Retirement Option Program (DROP) and to re-open those provisions of this Agreement which may be affected.

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

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request from the County regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open those provisions of this Agreement which may be affected.

ARTICLE 18. RE-OPENER PROVISIONS (Con'td)

E. Health Plan Task Force

In the event that a health provider bidding program results in benefit modifications during the term of this Agreement or if other benefit modifications are necessary and notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), Article 9, Section 2 entitled "Insurance" shall be re-opened.

The County will convene a Task Force of employee representatives and managers to discuss health care options.

F. Retirement Medical Trust Fund

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), and no earlier than September 1, 2004, the Association or the County agrees to meet and confer with the other party upon request regarding a cost-neutral Retirement Medical Trust Fund and to re-open those provisions of this Agreement which may be affected.

ARTICLE 19. DETERMINATION BY THE BOARD OF SUPERVISORS

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

(Old Signature Page, insert here)

Jointly submitted and recommended this _____ day of _____, 2002 for the term **June 27, 2003 through June 21, 2007.**

FOR THE COUNTY OF SAN DIEGO:

FOR THE DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY (SM UNIT):

MICHAEL T. KOLB
Labor Relations Specialist

DAVID SWIM, Lead Negotiator
Mastagni, Holstedt & Amick

MADGE M. BLAKEY
Labor Relations Manager

RON COTTINGHAM, President
Deputy Sheriffs' Association

RONALD MORSE, Chairman
Deputy Sheriff's Association

RUSTY BURKETT, Negotiator

CHARLES CROSS, Negotiator

DANIEL W. ELKERTON, Negotiator

MARK KELLY, Negotiator

BRIAN ROBERTS, Negotiator

ALAN TRUITT, Negotiator

RONALD G. VANRAAPHORST
Negotiator

APPENDIX

WAGE RATES EFFECTIVE NOVEMBER 15, 2000 THROUGH JUNE 21, 2007