

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

**DEPUTY SHERIFFS (DS) UNIT**

**JUNE 30, 2023 – JUNE 30, 2026**

**BOARD OF SUPERVISORS**

District 1 – Nora Vargas  
District 2 – Joel Anderson  
District 3 – Terra Lawson-Remer  
District 4 – Vacant  
District 5 – Jim Desmond

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**DEPUTY SHERIFFS (DS) UNIT**

**JUNE 30, 2023 – JUNE 30, 2026**

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**ARTICLE 1. PREAMBLE**

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the 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 June 30, 2023 through June 30, 2026 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 July 15, 1970 as the majority representative of County employees in the Deputy Sheriffs' (DS) unit. The County hereby recognizes the Association as the sole and exclusive representative for the Deputy Sheriffs' representation unit, consisting of classes known as Deputy Sheriff, Sheriff's Lieutenant, Sheriff's Sergeant, Deputy Sheriff-Detentions/Court Services (effective August 10, 2001), Sheriff's Sergeant Detentions (effective August 10, 2001) and Sheriff's Detentions Lieutenant (effective January 4, 2002), (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 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 Association 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 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. Employee Representatives

The Association shall be allowed to designate employee representatives to assist employees in:

- A. Preparing and processing grievances;
- B. Preparing and presenting material for Disciplinary Appeals Board hearings;
- C. Preparing and presenting performance report appeals;
- D. Preparing for and presenting material for a departmental transfer hearing;
- E. Preparing and presenting material for any matter for which representation is granted under the State of California Government Code Sections 3300 et seq. known as the Public Safety Officers' Procedural Bill of Rights Act.

The Association may designate one employee representative to assist an employee in preparing and presenting materials for the above-listed procedures. The employee representative so designated shall be allowed reasonable release time from regularly scheduled duties for the purpose of investigating and preparing materials for such procedures. Employee representatives who investigate, prepare, or present materials during off-duty time shall do so on their own time. Employee representatives and employees who attend departmental hearings during their off-duty time shall do so on their own time, providing, however, that employees who are ordered or subpoenaed to



attend such hearings shall be compensated in accordance with the overtime provisions of this Agreement.

Designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to attend meetings relative to other matters of employer-employee relations with the permission of the Sheriff or the Sheriff's designee.

Designated employee representatives requesting time off for formal meet and confer with the County shall direct the request to their immediate supervisors in writing within a reasonable time prior to the date requested, in order to allow time to arrange sufficient relief if required.

#### Section 5. 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 the 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 AND BONUSES

#### Section 1. Wages

A. Wage Rates

1.

Fiscal Year 2023-2024: 4% wage increase effective June 30, 2023  
Fiscal Year 2024-2025: 2.75% wage increase effective June 28, 2024  
Fiscal Year 2025-2026: 2.75% wage increase effective June 27, 2025

2. Equity pay adjustments for the following classifications as outlined in the Koff Report:

a. 1/4<sup>th</sup> of the recommended wage increase each year of the three-year MOA as follows:

i. Deputy Sheriff - Detentions/Court Services (Class 005757)

- Effective June 30, 2023, 2.28%
- Effective June 28, 2024, 2.28%
- Effective June 27, 2025, 2.28%

ii. Sheriff's Sergeant-Detentions (Class 005781)

- Effective June 30, 2023, 1.78%
- Effective June 28, 2024, 1.78%
- Effective June 27, 2025, 1.78%

iii. Sheriff's Detentions Lieutenant (Class 005767)

- Effective June 30, 2023, 1.18%
- Effective June 28, 2024, 1.18%
- Effective June 27, 2025, 1.18%

iv. Sheriff's Lieutenant (Class 005780)

- Effective June 30, 2023, 1.25%
- Effective June 28, 2024, 1.25%
- Effective June 27, 2025, 1.25%

b. Sheriff's Sergeant (Class 005790): Effective June 30, 2023, 0.2% (year 1 only).

3. One-time monetary payment of \$2,000 for all regular employees who have paid service during Fiscal Year 2022-2023. Payment to be paid on the payday in payroll 02 (July 21, 2023).

4. In addition to the one-time monetary payment, a lump sum monetary payments for all regular employees in the Deputy Sheriff (Class 005746) classification with Basic or Intermediate Peace Officer Standards and Training (POST) (but no Advanced POST or higher), to be paid as follows:

Fiscal Year 2023-2024:	\$3,000 Payment to be paid on the payday in payroll 02 (July 21, 2023)
Fiscal Year 2024-2025:	\$2,000 Payment to be paid on the payday in payroll 02 (July 19, 2024)
Fiscal Year 2025-2026:	\$500 Payment to be paid on the payday in payroll 02 (July 18, 2025)

The one-time lump sum payment will be included in the employees' regular paycheck. For the one-time payment, an employee is not eligible to receive the onetime lump sum payment if they terminated before the first day of the payroll 02. An employee shall not be entitled to the one-time lump sum monetary payment above if they received a one-time payment under the terms of a different bargaining unit for the same fiscal year. If an eligible employee is on paid or unpaid leave, the payment will be made when the employee returns to active County service.

### Direct Deposit

All employees must maintain valid arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor & Controller. Employees may have their payroll advice statements mailed to their address on file with the County.

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

### Quality First Program

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

The 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.

Employee Eligibility Criteria:

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

1. The employee must have begun their employment with the County on or before December 31<sup>st</sup>,
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. but shall not include written reprimands.*)

B. Step Advancement

1. 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 employees' overall performance was rated standard or higher.

2. a. Deputy Sheriff (Class 005746): Provided that the conditions set forth in B.1 herein have been met, every employee in Class 005746 having an appointment as a result of certification from an eligible list, shall advance within range as follows:
  - i. Following completion of service in their class of at least the number of hours equivalent to fifty-two (52) weeks of full-time service, the employee shall advance to step 3 of the range prescribed for Class 005746.
  - ii. Following completion of service in their class of at least the number of hours equivalent to twenty-six (26) weeks of full-time service at step 3, the employee shall advance to step 4 of the range prescribed for Class 005746.
  - iii. Following completion of service in their class of at least the number of hours equivalent to fifty-two (52) weeks of full-time

service at step 4, 5, 6 or 7, the employee shall advance to the next higher step within the range prescribed for Class 005746.

iv. Following completion of service in their class of at least fifty-two (52) weeks of continuous paid regular service at step 7, the employee shall advance to step 8 of the range prescribed for Class 005746. Step 8 shall be approximately ten percent (10%) above step 7. This rate shall be determined by multiplying the hourly rate at step 7 by a factor of 1.1 and rounding upward to the next cent any resulting fraction of a cent over .005.

b. Equivalent Hours. For the purpose of this Section, the equivalent number of hours are:

<b>Biweekly Schedule</b>	<b>26-Week Equivalent</b>	<b>52-Week Equivalent</b>
80 hours	1040 hours	2080 hours
84 hours	1092 hours	2184 hours
85 hours	1105 hours	2210 hours
144 hours	1872 hours or 78, 24-hr	3744 hours or 156, 24-hr
10, 24-hr days	3120 hours or 130, 24-hr	6240 hours or 260, 24-hr

3. Sheriff's Detentions Lieutenant (Class 005767), Sheriff's Lieutenant (Class 005780), Sheriff's Sergeant-Detentions (Class 005781) and Sheriff's Sergeant (Class 005790): Provided that the conditions set forth in B.1. herein have been met:

Persons paid at a biweekly rate, having an appointment as a result of suspension of competitive examination or certification from an eligible list, and who have served in the class for at least twenty-six (26) weeks at step 1, or at least fifty-two (52) weeks at each subsequent step shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for the class.

4. Deputy Sheriff-Detentions/Court Services (Class 005757): Provided that the conditions set forth in B.1 herein have been met, every employee in Class 005757 having graduated from an approved Academy, shall advance within range as follows:

a. The employee shall enter at Step 1 on the first day of the first biweekly pay period following graduation from an approved Academy.

- b. Following completion of twenty-six (26) weeks of full-time service at Step 1, the employee shall advance to Step 2.
  - c. Following completion of twenty-six (26) weeks of full-time service at Step 2, the employee shall advance to Step 3.
  - d. Following completion of at least fifty-two (52) weeks of full-time service at Step 3, 4, 5, 6, 7, 8 or 9 the employee shall advance to the next higher step within the range prescribed for their class.
5. Step Elimination and Renumbered
- a. Effective June 22, 2018, combine steps 10 and 11 for class 005757 by eliminating Step 10 and moving all employees at Step 10 to the salary of Step 11. Step 11 shall be concomitantly renumbered as Step 10, but at a salary equal to former Step 11 (i.e., 5% above Step 9).
  - b. Effective June 22, 2018, combine Steps 9 and 10 for class 005746 by eliminating Step 9 and moving all employees at Step 9 to the salary of Step 10. Step 10 shall be concomitantly renumbered as Step 9 (but at a salary equal to former Step 10 (i.e., 5% above Step 8).

C. Variable Entry

The County has the right to:

- 1. Determine which class(es), if any, shall be designed "Variable Entry";
- 2. Implement such determinations as the County deems advisable.

Section 2. Bonuses

A. 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.

B. Education Bonus

- 1.
  - a. Effective June 30, 2023, the Deputy Sheriffs (Class 005746), Sheriff's Sergeants (Class 005790) and Sheriff's Lieutenants (Class 005780) who possess Peace Officer Standards and Training (POST) Certificate(s) shall be compensated above the base hourly wage rate established in the Appendix as specified below:

Classification	POST Certificate	Bonus Percent
Deputy Sheriff	Intermediate	5%
	Intermediate & Advanced	9.5%
Sheriff's Sergeant	Intermediate	5%
	Intermediate & Advanced	9.5%
Sheriff's Lieutenant	Intermediate & Advanced	7%
	Intermediate, Advanced & Management	12%

- b. Effective June 28, 2024, the Deputy Sheriffs (Class 005746), Sheriff's Sergeants (Class 005790) and Sheriff's Lieutenants (Class 005780) who possess an Intermediate and Advance Peace Officer Standards and Training (POST) Certificate(s) shall be compensated above the base hourly wage rate established in the Appendix as specified below:

Classification	POST Certificate	Bonus Percent
Deputy Sheriff	Intermediate	5%
	Intermediate & Advanced	11.5%
Sheriff's Sergeant	Intermediate	5%
	Intermediate & Advanced	11.5%
Sheriff's Lieutenant	Intermediate & Advanced	9%
	Intermediate, Advanced & Management	14%

- c. Effective June 27, 2025, the Deputy Sheriffs (Class 005746), Sheriff's Sergeants (Class 005790) and Sheriff's Lieutenants (Class 005780) who possess an Intermediate and Advance Peace Officer Standards and Training (POST) Certificate(s) shall be compensated above the base hourly wage rate established in the Appendix as specified below:

Classification	POST Certificate	Bonus Percent
Deputy Sheriff	Intermediate	5%
	Intermediate & Advanced	13.5%
Sheriff's Sergeant	Intermediate	5%
	Intermediate & Advanced	13.5%
Sheriff's Lieutenant	Intermediate & Advanced	11%
	Intermediate, Advanced & Management	16%

3. Deputy Sheriff-Detentions/Court Services (Class 005757), Sheriff's Detention Lieutenant (Class 005767), Sheriff's Sergeant-Detentions (Class 005781)

who possess a Bachelor of Arts or Bachelor of Science degree from an accredited college/university and have four (4) years of service in classes 005757, 005767, 005781 or any combination thereof, shall be compensated five percent (5%) above the base hourly wage rate established in the Appendix.

Such employees becoming eligible for this bonus by receiving a college degree shall furnish satisfactory evidence that they possess such degree.

### Section 3. Retention Incentive Program

- Effective June 18, 2021, increase the retention incentive to 5% for employees with 20 years of service with the County of San Diego.
- Effective for all “new members”, as defined by Government Code section 7522.04(f), hired into the bargaining units on or after the date of implementation of Safety Tier D (i.e., 2.5%@57 formula), an additional retention premium of 5% (for a total of 10%) at 25 years of service with the County of San Diego.

## ARTICLE 5. HOURS AND WORK PREMIUMS

### Section 1. Hours of Work

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

#### A. Hours of Work - General

The hours of work for an employee working any assignment shall be as follows:

1. WorkDay: The workday shall generally be eight-and-one half (8½) hours of work (no split shifts) in a twenty-four (24) hour day.
2. Work Period: The standard work period is fourteen (14) consecutive days, or eighty-five (85) hours, starting on a Friday and ending on Thursday fourteen (14) days, or eighty-five (85) hours later. Within such standard work period are work schedules and shift assignments.
3. Work Schedules and Shift Assignments: The appointing authority shall schedule the workdays and work weeks of employees which shall include shift assignments as necessary.
4. Changes to Shift Assignment Schedules: Where Shift Assignment Schedules are regularly and routinely used, changes to such schedules



shall be posted at least fourteen (14) calendar days prior to the effective date of the change. A newly-posted assignment schedule will generally not be changed within fourteen (14) calendar days unless such action becomes necessary to satisfy unexpected operational needs (e.g. unanticipated reduction in the number of personnel available for assignment due to resignations, terminations, emergency leaves, major illness or serious injury).

An employee's new work week begins when the employee starts a newly assigned schedule. If the new schedule includes work day(s) that are one or both of the consecutive day(s) of the employee's former schedule, the employee will receive Shift Change overtime compensation for hours worked on the day(s) of the new schedule that were the day(s) of rest on their former schedule.

The employee is only eligible to receive Shift Change overtime compensation for working one or both of the first two consecutive day(s) on the new schedule that are the same days as the previous schedule's day(s) of rest. An employee is not eligible for Shift Change compensation after the first full work week of the new schedule. A violation of this provision is grievable.

Section 1(A)(4) is not applicable:

- a. The first time the employee's shift schedule is changed in a calendar year as a result of the regularly scheduled annual shift change.
  - b. When an employee begins a new shift schedule as a result of movement made pursuant to an internal affairs investigation where the employee is the subject of the investigation.
  - c. When a shift schedule change occurs as a result of the employee's request.
5. Fluctuating Schedules: This provision shall apply to Class 005790, Sheriff's Sergeant and Class 005780, Sheriff's Lieutenant, only. A schedule other than the normal eight and one-half (8½) hours a day, in a fourteen-day work period may be established provided that the schedule does not exceed eighty-five (85) hours in the fourteen-day work period with approval of the schedule by the Chief Administrative Officer. In those cases where the employee and the department agree to a routinely scheduled, flexible work schedule which results in more than forty-two and one-half (42½) hours being worked in one week and less than forty-two and one-half (42½) hours being worked in the subsequent work period, the hours in the week over forty-two and one-half (42½) hours shall not be eligible for compensatory time off (CTO) compensation unless the total number of hours worked in

the work period exceeds eighty-five (85). The provisions of subsection 4 above shall not apply to changes made to mutually agreed-to irregular schedules and shift assignments where the change has also been agreed to.

Nothing included in this Section shall be construed to affect in any manner whatsoever existing irregular workday or work week assignments required for the maintenance of necessary operations.

Nothing contained in this Section shall be construed to limit the authority of the department to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such emergency assignments shall not extend beyond the period of such emergency.

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

Section 2. Overtime and Compensation

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

The Association shall work with the County in a sincere effort to develop and implement ways to control and reduce overtime. An Overtime Committee shall be established and the Association and the Department shall meet at least quarterly to address these issues. A report on the results of this cooperative effort shall be submitted to the Chief Administrative Officer in the final quarter of each fiscal year covered by this Agreement.

A. Definition of Overtime

Employees' overtime is authorized or ordered work, performed by an employee

which is in excess of eighty-five (85) hours in the standard work period.

B. Calculation of Overtime

1.
  - a. Calculation of overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus all differential or bonus rates to which the employee would be entitled for the overtime work performed.
  - b. Paid sick leave, bereavement leave, vacation, holidays, compensatory time and any other paid time off shall be counted as time worked toward the regularly scheduled work period when establishing eligibility for overtime compensation.
  - c. When an employee uses vacation or CTO and on the same day works additional hours or a non-mandatory shift, the time worked will be compensated at straight time.
2. Compensation is defined as either cash payment or compensatory time, in accordance with the overtime code established for the employee's class. Employees shall have their overtime hours computed as follows:
  - a. Non-exempt: Deputy Sheriff (Class 005746), Deputy Sheriff-Detentions/Court Services (Class 005757), Sheriff's Detentions Lieutenant (Class 005767), Sheriff's Lieutenant (Class 005780), Sheriff's Sergeant - Detentions (Class 005781), and Sheriff's Sergeant (Class 005790).
    - i. Eligible for time and one-half overtime in cash or compensatory time off.
    - ii. Eligible for a minimum of three (3) hours call-back overtime at time and one-half (4.5 hours) cash or compensatory time off.

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

1. An employee can accumulate a maximum of forty (40) hours of non-FLSA compensatory time off. The employee shall not be required to take off or be paid for such non-FLSA hours. In addition, an employee has the option to accumulate a maximum of one hundred twenty (120) hours of FLSA compensatory time off.
2. Employees, who have accumulated FLSA compensatory time off balances that reach one hundred twenty (120) hours, shall be paid cash for overtime

hours actually worked over the maximum FLSA compensatory time balance of one hundred twenty (120) hours.

3. Any non-FLSA compensatory time received shall be accounted for separately from FLSA compensatory.
4. Whenever an employee requests any compensatory time off, the time off will be charged first to the non-FLSA compensatory time accrual bank.
5. In case of death of any employee, the County will pay out the cash value of all accrued FLSA compensatory time and non-FLSA compensatory time to the employee's estate.

D. Assignment of Overtime

When ordered by the appointing authority, employees shall be expected to work overtime unless excused because of physical inability to perform the overtime work or for serious personal need of an emergency nature. The employee shall give their appointing authority the specific reason if they request to be excused from working overtime.

E. Chief Administrative Officer Approval of Overtime

In the event of a concerted work action of employees, an appointing authority shall request and must receive approval of the Chief Administrative Officer prior to authorizing overtime to relieve a loss of work force due to an employee work stoppage, slowdown, sick-out, or other interruption of operations of services. An appointing authority may authorize overtime deemed necessary for a period not to exceed twelve (12) hours from such authorization in an emergency if the Chief Administrative Officer is unavailable. Approval of the Chief Administrative Officer must be received within twelve (12) hours of such authorization for any further overtime to be granted.

Section 3. Call-Back Compensation

A. Regular Call-Back

The appointing authority may, on occasion, find it necessary to contact an employee who is off duty and order the employee to report back to a work site to perform necessary services. Employees who are called back shall be compensated for a minimum of three (3) hours pay at time-and-one-half even if the employee worked less than three (3) hours during the initial call-back.

If an employee should complete work requires, and subsequently be recalled during the three-hour period being compensated, no additional compensation will be paid

until the three hours have been worked by the employee.

B. Court Call-Back

The Court may subpoena an employee to appear in Court on official business at a time which is outside the employee's regular work schedule. In addition, the prosecuting attorney may require the employee's presence to prepare its case at a time which is outside the employee's regular work schedule.

Employees who are called back to court shall be compensated for a minimum of three (3) hours pay at time-and-one-half. If an employee should complete the work required, and subsequently be recalled or appear on additional court matters during the three-hour period being compensated, no additional compensation will be paid until three hours have been worked by the employee.

When the court appearance requires attendance over the lunch hour, that period shall be considered as time worked.

C. Eligibility for Call-Back

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

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

D. Calculation of Call-Back

Compensation for each call-back shall be based on a minimum of three (3) hours pay at time and one-half, except as provided herein, even if the employee worked less than three (3) hours during the call-back.

Changes in a shift or work schedule, when at least fifteen (15) hours advance notice is given, shall not constitute call-back work but will be considered actual hours worked.

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

Section 4. Helicopter Duty Premium

This section establishes additional compensation for a properly qualified employee who is

assigned to operate a Sheriff's Department helicopter as its pilot or for an employee who is assigned to service in a Sheriff's Department helicopter as a Tactical Flight Officer.

A. Helicopter Pilot

Pilots are defined as those employees who are certified by the FAA as commercial helicopter pilots and are approved by the ASTREA lieutenant to act as "pilot in command" of a patrol or firefighting/rescue helicopter.

The ASTREA lieutenant's status as "pilot in command" must be approved by the Emergency Services Captain.

B. Helicopter Tactical Flight Officer

Helicopter Tactical Flight Officers are defined as those employees who have successfully completed the ASTREA Tactical Flight Officer training syllabus and are approved by the ASTREA lieutenant to act as a fully functional tactical flight officer of a patrol helicopter.

Eligible Classes

Helicopter Pilot

Employees who are assigned to ASTREA on a full-time basis in the following classes:

- 005746 – Deputy Sheriff
- 005790 – Sheriff's Sergeant
- 005780 – Sheriff's Lieutenant

Tactical Flight Officer

Employees who are assigned to ASTREA on a full-time basis in the following classes:

- 005746 – Deputy Sheriff
- 005790 – Sheriff's Sergeant
- 005780 – Sheriff's Lieutenant

C. Calculation of Premium

For each full standard work period of eighty-five (85) hours an eligible employee shall receive, in addition to their base biweekly rate:

Pilot:

<u>Years of Service</u>	<u>Amount of Premium</u>
Pilots assigned to ASTREA with less than 5 years	7.5% of base pay
Pilots assigned to ASTREA with 5 years or more	12.5% of base pay

This premium shall apply for an eighty-five (85) hour standard work period. Thereafter, the FLSA regular rate for overtime shall apply. This premium shall apply for time worked and toward paid time off, including overtime. This premium does not apply towards terminal pay.

Tactical Flight Officer:

<u>Tactical Flight Officer Premium</u>	<u>Amount of Premium</u>
Tactical Flight Officers assigned to ASTREA	5% of base pay

This premium shall apply for an eighty-five (85) hour standard work period. Thereafter, the FLSA regular rate for overtime shall apply. This premium shall apply for time worked and toward paid time off, including overtime. This premium does not apply towards terminal pay.

- D. Employees with more than one assignment/tour of duty in ASTREA shall calculate their years of service in ASTREA cumulatively.

Section 5. Premium for Sworn Personnel Assigned to the Sheriff's Rural Law Enforcement Program

The appointing authority may assign an employee to work at certain locations in the County which are removed from the major centers of population. All such locations are contained within the Sheriff's Rural Law Enforcement Division. To qualify and maintain eligibility for this premium, the employee must maintain a permanent residence in and be available for callback from their assigned beat area as defined by the appointing authority.

Calculation of Premium: Employees eligible for this assignment premium shall be paid at a rate approximately ten percent (10%) higher than the employee's base rate of compensation for each full standard work period so assigned. Periods of assignment for less than a full standard work period shall be pro-rated.

Eligible Classes:

- 005746 – Deputy Sheriff
- 005790 – Sheriff's Sergeant
- 005780 – Sheriff's Lieutenant

Section 6. 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 their current class during the time they were 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 the base rate of compensation which has been established for their current class, a "bonus rate". This bonus rate shall be the difference between the rate of compensation for their current class and that of the higher class.
- G. The amount of the "bonus rate" in "F" is determined by:
  - 1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or
  - 2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent (5%) or more when rounded to the nearest tenth of a percent.

#### Section 7. In-Service Training Premium

A Deputy Sheriff or Deputy Sheriff-Detentions/Court Services who has been designated by the Department as a Training Officer shall be compensated forty-five dollars (\$45)



biweekly, based on \$0.53/hour for an eighty-five (85) hour standard work period in addition to the regular rate of pay. Thereafter, the FLSA regular rate for overtime shall apply.

The specific number of Deputies that will be designated as Training Officers will be dependent on organization needs as determined by the appointing authority.

The selection and designation of Training Officers will be in accordance with Departmental Policy and Procedure Section 3.19.

The premium bonus provided to Training Officers shall not be considered a permanent form of additional compensation. This bonus will only be provided to those officers actually designated by the appointing authority.

#### Section 8. Bilingual Premium

The appointing authority may require a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is \$75.00 biweekly, based on \$0.88/hour for an eighty-five (85) hour standard work period. Thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills.

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

#### Section 9. Diving Premium

This Section establishes additional compensation for a properly qualified employee who performs diving operations in the performance of their duties.

##### A. Eligibility

Only an employee who possesses the required clearances and certifications as an underwater diver may be assigned to perform duties as a member of the Sheriff's Underwater Search and Recovery Team.

##### B. Calculation of Premium

Additional compensation of four dollars and forty cents (\$4.40) per hour (pro rata for

periods of less than an hour) upon arrival at the command post and until relieved.

This premium is not applicable to diving training time.

#### Section 10. Handling of Explosive Device/Substance Premium

This Section establishes additional compensation for a properly qualified employee who performs the functions required to neutralize any suspected or actual explosive device or substance.

##### A. Eligibility

An eligible employee listed below must be assigned full time duty as a member of the Arson/Explosive Unit. Eligible employees must be certified by the FBI as a graduate of the Hazardous Devices School. Eligible employees must successfully complete a re-certification through the FBI every three years to remain eligible for this premium.

##### Eligible Classes:

005746 – Deputy Sheriff

005790 – Sheriff's Sergeant

##### B. Calculation of Premium

For each full standard work period of eighty-five (85) hours, an eligible employee shall receive, in addition to their base biweekly rate, the following:

Years of Service	Amount of Premium
Eligible classes assigned to Bomb/Arson for less than 5	5% of base pay
Eligible classes assigned to Bomb/Arson for 5 years or	10% of base pay

This premium shall apply for an eighty-five (85) hour standard work period. Thereafter, the FLSA regular rate for overtime shall apply. This premium shall apply for time worked and toward paid time off including overtime. This premium does not apply towards terminal pay.

C. Employees with more than one assignment/tour of duty in Bomb/Arson shall calculate their years of service in bomb/Arson cumulatively.

#### Section 11. Motor Officer Premium

A Deputy Sheriff, regardless of rank, who has been assigned as a motor officer shall be given four (4) consecutive hours per work week for home garaging and maintenance of

their motorcycles. Said time shall be paid and considered time worked.

Deputies, regardless of rank, permanently assigned to a motor officer position shall have successfully completed a P.O.S.T. certified eighty (80) hour motorcycle riding training course. A deputy so qualified shall receive an additional seven and one-half percent (7.5%) in addition to the employee's base rate.

#### Section 12. Sheriff's Transportation Unit Premium

This Section establishes additional compensation for a properly qualified employee assigned to the Sheriff's Transportation Unit assigned to operate all of the rolling-stock equipment in the Sheriff's Transportation Unit including equipment weighing thirty-seven thousand four hundred (37,400) or more pounds, or equipment which is designed to transport forty (40) or more passengers including the driver.

##### A. Eligibility

Only an employee in Classes Deputy Sheriff (005746), Deputy Sheriff – Detentions/Court Services (005757), Sheriff's Sergeant (005790), or Sheriff's Sergeant – Detentions (005781) assigned to the Sheriff's Transportation Unit who possesses the required certification, and after receiving forty (40) hours of bus operation training along with two-hundred-forty (240) hours of phase training is eligible to receive this premium.

##### B. Calculation of Premium

A Deputy Sheriff, Deputy Sheriff – Detentions/Court Services, Sheriff's Sergeant, or Sheriff's Sergeant - Detentions shall be compensated three percent (3%) higher than the employee's base rate of compensation for each full standard work period so assigned. Periods of assignment for less than a full standard work period shall be pro-rated.

#### Section 13. Canine Assignment

The appointing authority may assign an employee to a canine assignment. The duties of an employee assigned to such assignment shall include training, exercise, procuring food and supplies, veterinarian visits, feeding and grooming and other authorized activities.

Employees assigned to canine assignments shall be allowed seven (7) hours per standard work period for the activities cited in the preceding paragraph with their assigned dog(s). Such time will be scheduled within each standard work period as determined by the Sheriff.

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

time spent on such canine care activities.

#### Section 14. Detective Assignment Premium

A Deputy Sheriff who has been designated by the department as a Detective shall be compensated an additional five percent (5%) in addition to the employee's base wage rate.

The specific number of Deputies that will be designated as Detectives will be dependent on organization needs as determined by the appointing authority.

The selection and designation of Detectives will be determined by the appointing authority.

The premium pay provided to employees in Detective assignments shall not be considered a permanent form of additional compensation. This premium pay will only be provided to those Deputies actually designated by the appointing authority.

#### Section 15. Corporal Assignment Premium

A Deputy Sheriff or Deputy Sheriff-Detentions/Court Services who has been designated by the department as a Corporal shall be compensated an additional five percent (5%) in addition to the employee's base wage rate.

The specific number of Deputies that will be designated as Corporals will be dependent on organization needs as determined by the appointing authority.

The selection and designation of Corporals will be determined by the appointing authority.

The premium pay provided to employees in Corporal assignments shall not be considered a permanent form of additional compensation. This premium pay will only be provided to those Deputies actually designated by the appointing authority.

#### Section 16. Fire/Life Safety Premium

This section establishes additional compensation for a properly qualified employee who possesses a current "Helicopter Pilot Qualification" through Cal Fire or the US Forest Service.

##### A. Eligibility

##### Fire/Life Safety Pilot

Fire/Life Safety Pilots are defined as those employees who possess a current "Helicopter Pilot Qualification" through Cal Fire or the US Forest Service.

B. Eligible Classes

Employees who are assigned to ASTREA on a full-time basis in the following classes:

- 005746 – Deputy Sheriff
- 005790 – Sheriff’s Sergeant
- 005780 – Sheriff’s Lieutenant

C. Calculation of Premium

<u>Fire/Life Safety Premium</u>	<u>Amount of Premium</u>
Helicopter Pilots assigned to ASTREA	5% of base pay

This premium shall apply for an eighty-five (85) hour standard work period. Thereafter, the FLSA regular rate for overtime shall apply. This premium shall apply for time worked and toward paid time off including overtime. This premium does not apply towards terminal pay.

Section 17. New Hire Lateral Incentive Pay

New hires who come into the Sheriff’s Department from another public law enforcement agency on or after September 9, 2022 will receive lateral incentive pay up to a maximum of \$20,000.

Lateral Deputies with a minimum of one year of peace officer experience in a law enforcement agency will be paid at the following intervals:

- \$12,500 – Upon completion of the hiring process,
- \$2,000 – Upon completion of department training period,
- \$3,000 – At the end of their probationary period
- \$2,500 – 1 year after the end of their probationary period

In no event will an employee receive more than the maximum of \$20,000 lateral incentive pay.

To be eligible for the lateral incentive pay, Lateral Deputies must possess the minimum California POST requirement for appointment to a peace officer position in the Law Enforcement Services Bureau, Court Services Bureau or Detention Services Bureau at the time of hire and are not required to complete the applicable County Sheriff’s Department Academy.

Section 18. Special Enforcement Detail and Special Response Team Premium

An employee assigned by the department to the Special Enforcement Detail or Special

Response Team shall be compensated an additional two-point five percent (2.5%) in addition to the employee's base wage rate. The specific number of employees assigned by the department will be dependent on organization needs as determined by the appointing authority.

This premium pay provided to employees shall not be considered a permanent form of additional compensation. This premium pay will only be provided to those employees actually assigned by the appointing authority.

### Eligibility

Employees who are assigned to the Special Enforcement Detail or Special Response Team on a full-time basis in the following classes:

- 005746 – Deputy Sheriff
- 005790 – Sheriff's Sergeant

### Section 19. Night Shift Premium

Employees shall receive a night shift premium of 5% for all hours worked on any shift (regularly scheduled or not) where four (4) or more hours of the shift occurs during the hours of 5:00 p.m. to 8:00 a.m.

#### Eligible Classes:

- 005746 – Deputy Sheriff
- 005757 – Deputy Sheriff – Detentions/Court Services
- 005767 – Sheriff's Lieutenant – Detentions
- 005780 – Sheriff's Lieutenant
- 005781 – Sheriff's Sergeant – Detentions
- 005790 – Sheriff's Sergeant

## ARTICLE 6. PAID LEAVES

### Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

1. Independence Day, July 4
2. Labor Day, First Monday in September
3. Veterans Day, November 11
4. Thanksgiving Day, Fourth Thursday in November
5. Day after Thanksgiving, Fourth Friday in November
6. Christmas Day, December 25
7. New Year's Day, January 1

8. Dr. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February
10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May
12. Juneteenth, June 19

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

Holidays shall be observed on the holiday itself.

B. Floating Holiday Bucket

In lieu of Admissions Day and the Employee's Birthday Holiday, all employees who have paid service in Payroll 02, shall be entitled to seventeen (17) hours of floating holiday time. This time may be taken beginning in Payroll 03 at a time agreeable to both employee and the appointing authority.

An employee may accumulate a maximum balance of 25.5 hours of floating holiday time. Any balance that exceeds 25.5 hours will automatically be reduced to the 25.5 hours maximum accrual limit.

These holidays are not subject to terminal leave pay.

C. Eligibility for Holidays

Only employees paid at a biweekly rate are entitled to paid holidays. Employees who are on paid status the entire workday 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 the employee's standard work period.

D. Compensation for Holidays Worked

Employees who are required to work on a holiday, shall be compensated at time-and-one-half times the employee's base hourly rate 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 standard work period, whichever is less. Time worked in excess of eight and one-half (8½) hours on a

holiday shall be compensated in accordance with Article 5, Section 2, Overtime.

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 their current employment except when the separation is caused because of layoff.

B. Earnings

Eligible employees earn vacation credit as follows:

<b>Years of Continuous Service During Present Employment</b>	<b>Vacation Credit for Each Hour of Regularly Scheduled Paid Service</b>	<b>Hour/Day Approx. Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)</b>
Less than 5	3.846% of working hr.	85 hrs./10 workdays
5 to 15	5.769% of working hr.	127-1/2 hrs./15 workdays
15 or more	7.692% of working hr.	170 hrs./20 workdays

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.

When a military spouse returns to county employment, after having resigned from county employment because of their spouse's military assignment, the continuous service date held immediately prior to the resignation shall be used for vacation computation. The returning employee must provide a copy of their spouse's military order. This applies to all military spouse reemployment on or after April 29, 2019.



In recognition of time worked for a public employer immediately prior to being hired by the County of San Diego, newly hired “lateral deputies” will be given an initial amount of 42.5 hours of vacation in the first payroll period of paid service. Lateral deputies that leave County employment within six months of the date of hire are not eligible to cash out any remaining amount of initial unaccrued 42.5 hours of vacation. Newly hired “lateral deputies” may be credited for their time worked at the immediately prior public employer for purposes of calculating vacation accrual allowing the employee to accrue vacation at a higher rate.

Eligible classes:

005746 – Deputy Sheriff

005757 – Detentions Deputy

In recognition of time worked for a public employer immediately prior to being hired by the County of San Diego, current “lateral deputies” will be credited for their time worked at the immediately prior public employer for purposes of calculating vacation accrual allowing the employee to accrue vacation hours at a higher rate. This applies to any current “lateral deputy” hired prior to August 5, 2022.

Eligible classes:

005746 – Deputy Sheriff

005757 – Detentions Deputy

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 their 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 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 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 2.B above; or,
  - b. The amount of earnings necessary which, when added to the employee’s existing accumulation, will cause the accumulation to equal the employee’s Maximum Balance.
3. If, at the end of any payroll period, an employee’s accumulation equals or exceeds the employee’s Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.
4. 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 their 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 their 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 their 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.
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 2.E.3 above, an employee who is on California Labor Code Section 4850 time for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section 2.E above.

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.

Vacation Credits

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including unused vacation) of those employees who have reached the age of fifty (50) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

H. One-Time Pay Down as of February 23, 2001 (Payroll 18)

1. Eligible employees are those who have excess vacation balances as specified on the February 23, 2001 vacation report.

Implementation of “High Water Mark” and one-time pay down procedure of excess vacation balances: Based on the vacation report dated February 23, 2001, an employee whose vacation balance exceeds the employee’s Maximum Balance (two times the employee’s annual accrual) shall: (a) have their balance of vacation credits designated as that employee’s “High Water Mark”; and (b) receive cash for their excess vacation credits as follows:

- a. Employees whose vacation credits as of February 23, 2001 are in excess of the Maximum Balance, shall be assigned a “High Water Mark” which is the employee’s total balance of record as of February 23, 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 their 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 #18 and shall be made on the basis of the employee’s basic rate of pay effective on February 23, 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.

I. Anti-Terrorist Campaigns Leave Exceptions

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

### Section 3. Bereavement Leave

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

#### A. Eligibility

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

#### B. Amount of Leave

Bereavement leave shall not exceed three (3) workdays for the death of a member of the employee's immediate family. In addition, an employee shall be entitled to use two (2) days of sick leave as bereavement leave. If employee has no sick leave balances, the two days may be taken using other paid leave accruals. If no paid leave is available, the two days may be taken as unpaid 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, stepparent, 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 their 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 their 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

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 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, domestic partner, child, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, guardian, stepparent, foster parent or grandparent 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, if the employee was ill or injured.

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. For employees who have used fifty-six

(56) or more hours of sick leave in a calendar year, each subsequent request for more than five (5) workdays 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) workdays, 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 /Overtime Reduction Pilot Program

1. Purpose: The purpose of the “Sick Leave Incentive/Overtime Reduction Pilot Program” is to provide a positive incentive to employees in managing their sick leave usage by giving value to sick leave through: a) an annual cash-out program based on low usage and, b) provisions to allow the conversion of sick leave balances to retirement service credit. Also, because staffing for positions made vacant by sick leave usage has a major impact on the amount, and therefore, the cost of overtime, the purpose of this program is to bring about a significant reduction in annual overtime expenditures in the Sheriff’s Department.
2. Eligibility for Annual Cash-Out: To be eligible for the annual cash-out program, an employee must have a sick leave balance of at least one hundred fifty (150) hours in the payroll period immediately preceding the payroll period in which the cash-out payment is made. Further, the employee must have at least ninety-nine (99) hours of sick leave remaining in the employee’s balance after the cash-out payment is made.
3. Sick Leave Cash-Out Schedule: An eligible employee will have the option to cash out a portion of the employee’s sick leave balance based on the six (6) usage levels set forth on the following schedule:

	Maximum Annual Usage	Number of Hours of Cash-Out
Level 1	0 to 8.5 hours	51.0 hours
Level 2	8.5+ up to 17.0 hours	42.5 hours
Level 3	17.0+ up to 25.5 hours	34.0 hours
Level 4	25.5+ up to 34.0 hours	25.5 hours
Level 5	34.0+ up to 42.5 hours	17.0 hours
Level 6	42.5+ up to 51.0 hours	8.5 hours

4. Administration of Sick Leave Cash-Out Process

- a. Time Period for Determining Maximum Annual Usage: The employee's usage of sick leave shall be measured over twenty-six (26) pay periods beginning with Payroll 01 in July and ending with Payroll 26 of each fiscal year during which this pilot program is in effect.
- b. Report of Eligible Employees: As soon as practicable following the end of the fiscal year, a report will be prepared listing employees who are eligible for sick leave cash-out. Each eligible employee will be notified of the maximum number of sick leave hours that they may opt to cash out.
- c. Employee Options: An eligible employee may opt to receive cash for all, or a portion of, the hours on the annual sick leave cash-out eligibility report. The sick leave credits that are received by the employee in cash will be removed from their sick leave balance.
- d. The administration of this program is subject to the rules and regulations of the Auditor & Controller.

5. Conversion of Sick Leave Credits to Retirement Service Credit

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

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

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.



6. Term of Pilot Program

All provisions of the Sick Leave Incentive/Overtime Reduction Pilot Program will remain in effect only during the term of this Agreement and will expire and have no force or effect on and after June 21, 2007.

G. Compensation for Unused Sick Leave

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

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including sick leave, if applicable) of those employees who have reached the age of fifty (50) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

H. 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 employment; or
- 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.

#### 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.

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

#### 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

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 themselves, 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 working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.

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

F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under subsection C. above. Administrative leave may be extended for up to an additional twenty (20) working days if more time is needed to complete the investigation, subject to the approval of the Director. 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

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

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse, registered domestic partner, a domestic partner listed on an "Affidavit of Enrollment of Domestic Partners" submitted to employee benefits, parent, or child, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave and is therefore facing financial hardship.
- B. The transfers must be 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 maximum leave credits received by an employee shall normally not exceed five-hundred and twenty (520) hours; however, if approved by their appointing authority, the total leave credits may be up to one thousand and forty (1,040) hours. Total leave credits in excess of one-thousand and forty (1040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.
- E. The transfers are irrevocable and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- F. Leave credits that may be transferred under this program are defined as the transferring employee's vacation credits or up to twenty-four (24) hours of sick leave per fiscal year.
- G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority and the receiving employee's appointing authority (in the case of an interdepartmental transfer) will be provided for on such form.
- H. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

## Section 8. Association President's Leave

The Association President shall be allowed release time from regularly scheduled duties for the purpose of Association business pertaining to the County of San Diego. Such release time is for a maximum of eighty-five (85) hours in a work period as defined in the Memorandum of Agreement and two thousand two hundred and ten (2,210) hours per fiscal year.

#### Requesting Leave

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

#### Leave Accounting

Leave Accounting will be established for the administration of this program. Each employee in the DS and SM units who has paid service in Payroll 01 of each year will have an equal number of hours deducted from their eight and one-half (8 ½) hours Floating Holiday time (County Comp Time) in Payroll 02.

#### Compensation and Benefits

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

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

- Education Bonus, Article 4, Section 2.B
- Detective Assignment Premium, Article 5, Section 15
- Corporal Assignment Premium, Article 5, Section 16
- Quality First Program, Article 4, Section 1.C

The following premiums are excluded from the Base Rate Pay:

- Helicopter Duty Premium, Article 5, Section 4
- Premium for Sworn Personnel Assigned to the Sheriff's Rural Law Enforcement Program, Article 5, Section 5
- Temporary Assignment Pay, Article 5, Section 6
- In-Service Training Premium, Article 5, Section 7

- Bilingual Pay, Article 5, Section 8
- Diving Premium, Article 5, Section 9
- Handling of Explosive Device/Substance Premium, Article 5, Section 10
- Motor Officer Premium, Article 5, Section 11
- Sheriff's Transportation Unit Premium, Article 5, Section 12
- Canine Assignment, Article 5, Section 13
- Canine Allowance, Article 5, Section 14

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

Although overtime is not contemplated while on Association President's Leave, in those instances where overtime becomes necessary in the capacity as an employee of the County performing County business, the Association President shall request and obtain approval from the Assistant Sheriff Human Resources Services Bureau in advance of working such overtime.

#### Leave Balances

When using approved vacation, sick leave, FLSA or County Comp time, leave credit deduction will be made from the Association President's appropriate balances.

#### Return to Duty

If the Association President is assigned to incidental training, emergency duty, or other necessary duty, they will be compensated by the County in accordance with the Memorandum of Agreement.

#### Expiration of Leave

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

Any Detective or Corporal Assignment premium not directly related to newly assigned duties shall cease until eligibility is reestablished.

#### Disputes

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

#### Section 9. Association Leave

The parties agree that upon a minimum of 90 days advance notice, DSASD shall be

permitted a second full-release position under the same terms and conditions as provided in section 9 above.

#### Section 10. Employee Poll Worker Program

- A. Any regular County employee, other than employees whose primary jobs are assigned to the Registrar of Voters, may apply for paid leave from County employment to serve as a volunteer Poll Worker while receiving their regular wages in a polling place in San Diego County through the “Employee Poll Worker Program” when Election Day falls within the employee’s regularly scheduled workday.
- B. Employees selected to serve as voluntary Poll Workers will be paid a stipend of \$75, \$125, or \$150 as an incentive to serve in this capacity. Employees paid at the \$125 or \$150 stipend level will be required to attend a training class estimated to be approximately four (4) hours in length. If a County employee chooses to serve in a capacity requiring the attendance at a training class, the employee will be granted release time to attend the required training. Employees attending training during their regularly scheduled work hours must request in writing to their appointing authority for approval to use release time to attend such training. Alternately, they may elect to attend a training class conducted at a time that does not fall within the employee’s work schedule.
- C. Subject to the discretion of their appointing authority to grant or deny the employee’s request to participate in the Employee Poll Worker Program, based on the need of the service, a regular employee is qualified for approval as follows:
  - 1. The employee has successfully applied for and been selected and found qualified by the San Diego County Registrar of Voters to serve as a voluntary Poll Worker.
  - 2. The employee has made a request to their appointing authority for an absence from County employment for the employee’s entire regularly scheduled work hours on Election Day to serve as a volunteer Poll Worker in San Diego County.
  - 3. On Election Day, the employee has fully executed their responsibilities as a Poll Worker and reported to their assigned polling place at the designated time, performing all the duties appointed by the County elections official and as required by applicable state and federal elections’ laws, and remained on duty until the poll was properly closed and secured and until released by the County elections official.
  - 4. As a volunteer, the employee is entitled to receive the normal stipend paid by the Registrar of Voters to all volunteer Poll Workers: \$75, \$125 or \$150 based on the assignment. The stipend shall not be counted in any computation of



the total wages or compensation paid the employee by their regular employment with the County.

- D. Any regular County employee who qualifies and is approved for the Employee Poll Worker Program will receive their regular pay while on paid leave from County employment for one (1) regularly scheduled workday that falls on the day of the election. Such employees will not be eligible for overtime as they are excepted from such compensation eligibility by the Fair Labor Standards Act (FLSA) because the work is voluntary, occasional and sporadic, and in a different capacity from their regular job classification

Section 11. 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.

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) workdays.
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 year. However, if an employee is unable to return to work at the end of one year, the employee

shall be placed on leave without pay without right to return for a maximum of one 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 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 they 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

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.

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 workday before as well as the entire workday after the work furlough day(s).
- 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 of the 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 their 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

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, defined as a child, parent, grandparent, grandchild, sibling, spouse

or registered domestic partner (a domestic partner listed on an “Affidavit for Enrollment of Domestic Partners” or a state “certificate of Registered Domestic Partnership” submitted to Employee Benefits), they must provide medical certification on the appropriate form, as provided by the County. 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. Under CFRA, an employee may also receive medical leave to provide care for one “designated person” with a serious health condition per a rolling calendar year. A designated person is someone who is not an immediate family member but is related by blood or whose association with the employee is equivalent of a family relationship.

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 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.

#### Section 5. Disputes: Unpaid Leaves

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.

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. Newly-Hired Deputies or Deputy Sheriffs-Detentions/Court Services

Employees hired for the first time shall be reimbursed for an amount not to exceed four hundred fifty dollars (\$450) of the cost of required uniforms and equipment upon filing a claim accompanied by a proof of purchase. Employees who are separated during the probationary period shall return all uniforms and equipment for which reimbursement was paid to a place designated by the Sheriff.

B. Maintenance

1. For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday of Payroll 05 of each fiscal year, pay a uniform maintenance allowance to an employee who is in the eligible class in Payroll 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:

2. Required Paid Service in Eligible Class Allowance

Over 1650 hours	\$ 1,000	(3/3)
Over 1100, but not over 1650 hours	\$ 666	(2/3)
Over 550, but not over 1100 hours	\$ 333	(1/3)
550 hours or less	-0-	(0/3)

C. In the event of movement between uniformed classes within the Sheriff's Department, time required for eligibility shall be satisfied by County service in a uniformed class for purpose of payment of uniform allowance provisions.

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 the authorized firearm including any authorized attachments.
- C. An employee shall use the weapon and accessories issued to them. 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. Motorcycle Safety Equipment

The appointing authority may assign an employee to permanent, full-time duty as a motorcycle officer. An employee so assigned, is required to purchase motorcycle safety equipment as specified by the appointing authority. After making the purchase and upon filing a claim accompanied by proof of purchase, the County shall reimburse the employee for the cost of such equipment.

Section 4. Parking and Transportation

- A. 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.

- 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 eighty-five dollars (\$85) 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. Three hundred dollars (\$300) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or
3. Ten (\$10) dollars 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 up to two hundred dollars (\$200); 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 5. Mileage Reimbursement

##### A. Private Mileage

Employees shall be eligible for mileage reimbursement benefits as set forth below:

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 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 their 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 5, 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 6. Meals

1. If an employee works four (4) hours or more beyond their normal regular

scheduled shift without a minimum of 24 hours advance notice, that employee shall be entitled to reimbursement for a meal per the current GSA reimbursement rates.

2. Employees assigned to a detention facility which provides meals for persons in custody 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.
3. If an employee is required to remain at a crime scene or designated post for six (6) or more consecutive hours, the employee will be provided, at the Department's discretion, a meal or will be entitled to reimbursement for a meal per the current GSA reimbursement rates.

#### Section 7. Honor Guard-Equipment/Uniform Reimbursement

Employees who are required to purchase specialized equipment or uniforms as part of serving on the Honor Guard shall be reimbursed up to \$250 per year for such purchases.

### 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 law and rules and regulations governing such employer contributions.

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

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 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.

C. Retirement:

Retirement benefits for employees hired on or after August 28, 2009 shall be those established for a new 3% @ 55 Safety Retirement Tier program for eligible employees.

3% @ 55 Retirement Tier shall consist of the following benefits:

Formula	3% @ 55 (Gov. Code § 31664.2)
Final Average Compensation	Highest 3 Year Average
COLA	Maximum 2%

Retirement benefits for employees defined as “New Members” within the meaning of California Government Code § 7522.04 (f) hired on or after January 1, 2013.

2.7% @ 57 Retirement Tier “Tier C” shall consist of the following benefits:

Formula	2.7% @ 57 (Gov. Code §7522.25(d))
Final Average Compensation	Highest 3 Year Average
COLA	Maximum 2%

D. Retirement benefits for “New Members” within the meaning of California Government Code § 7522.04 (f) hired on or after a date determined by the Board of Supervisors, but no sooner than July 1, 2020, shall be those established for a new Safety “Tier D” program for eligible employees.

2.5% @ 57 Retirement Tier “Tier D” shall consist of the following benefits:

Effective:	On or after July 1, 2020
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Formula:	2.5% @ 57 (7522.25(c))
Final Average Compensation:	Highest 3-Year Average
COLA	Maximum: 2%

The implementation of Safety Tier D is contingent upon the adoption of the applicable resolutions and an ordinance by the Board of Supervisors, which implement the provisions of Safety Tier D (described above) applicable to all safety members who become New Members, as defined by Government Code section 7522.04(f) in applicable County positions on or after a date specified in the applicable resolution.

E. 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

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
- 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 their insurance premium costs from the County's contribution towards the Flexible Benefits Plan. The County's contribution towards the Flexible Benefits Plan shall be:

Effective January 1, 2024: 5% increase

	Per Month	Approximate Annual
Employee Only	\$791.00	\$9,492.00
Employee + 1	\$1,200.00	\$14,400.00
Employee + 2 or more	\$1,752.00	\$21,024.00

Effective January 1, 2025: 5% increase

	Per Month	Approximate Annual
Employee Only	\$831.00	\$9,972.00
Employee + 1	\$1,260.00	\$15,120.00
Employee + 2 or more	\$1,840.00	\$22,080.00

Effective January 1, 2026: 5% increase

	Per Month	Approximate Annual
Employee Only	\$873.00	\$10,476.00
Employee + 1	\$1,323.00	\$15,876.00
Employee + 2 or more	\$1,932.00	\$23,184.00

4. Effective Dates of Eligibility Under the Flexible Benefits Plan

The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first day of the month following month of hire provided that the employee has completed and returned all enrollment forms within the month of hire. If completed forms are not received by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms. All forms must be received in the Employee Benefits Division within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the

month in which an employee last had paid service, provided that the employee's portion of the health insurance premium is paid for such period.

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

5. Employee Insurance Coverage During Leaves of Absence

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

Employees choosing to continue their life insurance 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 month in advance.

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

B. Life Insurance

The County's Flexible 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%).

- C. The administration of these benefits is 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).

Section 4. Retiree Medical Trust

- A. Creation – A Retiree Medical Trust Fund (RMT) will be established by the Association for eligible employees in the Bargaining Unit. The Trust will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code (IRC). The Trust shall be administered by a Board of Trustees who manages resources of the Trust and determines applicable administrative fees for managing the Trust

Fund. The Trustees insure that payments of qualified medical expenses incurred by participants (eligible employees who have separated from County service for reasons other than disability or death) or their eligible dependents – as defined by IRC Section 152, are properly reimbursed. The County shall withhold a mandatory contribution of \$25.00 per pay period on a pre-tax basis from the pay of every employee who is a member of the Bargaining Unit. These contributions shall be included as salary for the purpose of calculating pension benefits, to the extent this does not jeopardize the pre-tax treatment of the contributions, and remitted according to Article 10, Section 4.E below. All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including qualified medical insurance payments) will also be non-taxable to the participants or the eligible dependents.

- B. Vacation Leave Transfer – The County and the Association agree that the County will make the following mandatory transfer, on a pre-tax basis, to the Trust on behalf of every employee who is a member of the bargaining unit represented by the Association.
1. Except upon separation due to death, a mandatory transfer in the amount of 0% of the balance of the employee's unpaid vacation balance as of the date of their separation from County service.
  2. This amount will remain fixed for the first year. After the first year, the Association/union has the right, subject to approval of its members and according to the Association internal rules, to prospectively modify the amount of the mandatory transfer amount, and the County agrees to transfer the changed amount subject to the requirements set forth in Section E below.
  3. The County agrees to make applicable amendments to the Terminal Pay Plans: Defined Benefit Pension Plan, Defined Contribution Savings Plan and Excess Benefit Savings Plan.
- C. Contributions – The County shall remit the above contributions to the Trust for the duration of the Memorandum of Agreement. Employee contributions shall be remitted bi-weekly, in one aggregate ACH transfer to the custodian of the Retiree Medical Trust, accompanied by a list of the employees for whom the contributions are made. Vacation leave transfers shall be remitted in accordance with Section B above.
- D. Trust Participant – Upon death of an eligible individual who was previously employed in the Unit and separated from County service and became a participant of the Trust, the surviving spouse or domestic partner, if any, shall become their beneficiary who shall be entitled to the rights and benefits under

the plan for the surviving spouse or domestic partner and any dependent(s) of the participant. In the event there is no spouse or domestic partner, or upon the death of the surviving spouse or domestic partner, the beneficiary shall be the participant's remaining dependent(s), if any. If there is no surviving spouse, domestic partner or dependents of the participant, the amounts on deposit in the participant's account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

- E. Modification of Employee Contribution Amounts – The County and the Association agree that the Association has the right, subject to approval of its members and according to the Association's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution, or the percentage of the vacation transfer, so long as the modification is made for all employees covered by this Agreement and the total amount of Employee Contributions (not including the vacation transfer) is equal to a minimum of \$25 up to a maximum of \$100, in any increment of \$25. Any such changes will be provided to the County, in writing, with at least a two (2) pay period advance notice and can only be done, without incurring charges, one time per fiscal year.

The County hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules by the Trust Office in regard to reporting and depositing the required contributions set forth above.

- F. Indemnification – The Association shall indemnify and hold the County of San Diego harmless from any claims or legal actions which arise under this provision of the Memorandum of Agreement.
- G. Termination of Payments - In the event the RMT created to provide benefits terminates, or otherwise fails to provide the benefits as set forth in the Trust Agreement, the County's obligation to make funding contributions to the Trust shall cease. The Association/Union shall notify the County in writing within three (3) calendar days of any action or proposed action to terminate the Trust or to eliminate benefits provided by the trust.
- H. Waiver of Right to Negotiate Employer Contribution – The intent of the parties in this section is to create an RMT into which eligible employees may make contributions. The RMT, as created, is intended by both parties to be funded solely by contributions made by eligible employees pursuant to the terms of this Agreement. The Association is not now asking the County to make any contribution or to provide any funding for the RMT, nor does it expect the County to do so in the future. With this Agreement in mind, the Association expressly waives any right to reopen the question of County contributions to the RMT during the life of this Agreement and further waives the right to seek to negotiate any form of County contribution to or funding of the RMT for a period of eight (8) years from November

1, 2012. It is the intent of the Association that this waiver will survive the expiration of this Agreement.

## ARTICLE 10. PERSONNEL PRACTICES

### Section 1. Probationary Period

Deputy Sheriff (Class 005746) shall serve a probationary period of twelve (12) months.

Deputy Sheriff-Detentions/Court Services (Class 005757) shall serve a probationary period of twelve (12) months.

### Section 2. 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 3. Personnel Records

#### A. Employee Access to Their 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 their supervisor or appointing authority on their 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 4. 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.

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 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;
  - 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 their 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 their seniority credit possessed at the time they were laid off.

G. Calculation of Layoff Rating

1. Continuous-service-date to May 23, 1986 ("historical" layoff rating): The

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

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

2. Standard layoff rating: One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in 1. above.
3. Formula for combining historical and standard layoff ratings: Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standard ratings:

Total historical ratings: \_\_\_\_\_ Hours  
Plus standard rating: \_\_\_\_\_ Hours  
Total: \_\_\_\_\_ Hours/Points

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

H. Demotion in Lieu of Layoff

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

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

I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of



compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

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 their 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 they were laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have their 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 they were laid off, or to a different class of equal to or greater status than the reinstatement list class, then their name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which they were 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 they are 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 they were laid off;
2. A new probationary period shall be required of an employee reinstated to a different department than that from which they were 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 their seniority credit possessed at the time they were 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 layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

Section 6. 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 their 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 in the said Government Code.

#### Section 7. Drug and Alcohol Use Policy

A. 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.

#### B. Mandatory Random Drug and Alcohol Testing

1. The County and the Association agree to work together in promoting a safe and healthy work environment for the public, the clients of the Department and the employees of the Sheriff's Department, by the agreed upon use of random drug and alcohol screening pursuant to the testing procedures detailed in the Omnibus Transportation Employee Testing Act of 1991, for: (a) all newly-hired employees, (b) in the Deputy Sheriff-Detentions/Court Services classification, (c) Deputy Sheriff classification, or (d) during their respective probationary periods, which shall also define the eligible pool.
2. All newly-hired employees in the Deputy Sheriff-Detentions/Court Services and Deputy Sheriff classifications during their respective probationary periods shall be subject to the use of random drug and alcohol screening pursuant to the testing procedures detailed in the Omnibus Transportation Employee testing Act of 1991 except that for purposes of random selection, sixty percent (60%) of the eligible pool as described in B.1. (a-d) shall be subject to random drug screening, and twenty percent (20%) of the eligible pool as described in B.1. (a-d) above, shall be subject to random alcohol

screening.

3. All employees in classifications covered by this agreement shall participate in a random drug testing program that comports with the Omnibus Transportation Employee Testing Act of 1991, except that employees shall have up to four hours to report for the testing after notification. The Sheriff may choose to test up to 25% of the bargaining unit each year. Prior to the list of random individuals required to undergo testing being established, the Department shall notify the president of DSASD at least 24 hours in advance, who shall be permitted the opportunity to observe the generation of the list. The president of DSASD shall be provided the names of the individuals randomly selected to undergo testing within 48 hours after the tests are administered.
4. All drug and alcohol screening shall be subject to the procedures detailed in the Department of Human Resources Policy and Procedures Manual Policy No. 1106, dated January 21, 1995, entitled "Omnibus Transportation Employee Testing Act of 1991."
5. Training and educational programs shall be provided to all subject employees and supervisors.

#### Section 8. 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 9. 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 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

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 their grievance with their immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and their immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent themselves individually, or they may request the assistance of an employee representative of their choice who has been designated pursuant to Article 2, entitled "Employee Representatives," in reducing to writing and formally presenting the grievance.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue their grievance, they shall present the written grievance to their immediate supervisor within fourteen (14) 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 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 their answer thereto in writing within fourteen (14) 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 their 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 their representative and the Sheriff or the Sheriff's designee, a meeting is required at this level and the employee and their 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 their 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 & Binding Arbitration of Appeals of Letters of Reprimand

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

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) workdays 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 their representative. If the Labor Relations Office and the grievant or their 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 their 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 except for letters of reprimand, which shall be binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the grievance, and they 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. The County of San Diego Sheriff's Department shall pay all fees and expenses of an arbitrator who renders a decision on a letter of reprimand. Each party to the hearing shall bear its own expenses in connection therewith.

M. Effect of Failure of Timely Action

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

N. Non-Association Representation

In the event that an employee chooses to represent themselves, 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 their grievance without fear of disciplinary action or reprisal by a supervisor, superior, or department head.

ARTICLE 12. EMERGENCY

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

Public Emergency Order Not to Report to Normal Work Location and Authorization of Compensation

- A. Eligibility. Employees serving in positions designated biweekly are eligible for compensation authorized by this section, except as provided in subsection (f) of this section. Eligible employees under this section are employees who are ordered by

their appointing authority to not report to their normal assigned work location pursuant to this section, and who come within the meaning of the following definitions:

1. Employees who serve in positions that are not designated as "Key COOP Staff" or "Contingency COOP Staff", as defined in their department's Continuity of Operations Plan (COOP), and who may or may not be directed by their appointing authority to work at home or an alternate work location during an emergency.
2. Employees who serve in positions that are designated as "Key COOP Staff" or "Contingency COOP Staff" as defined in their department's COOP, and who are directed by their appointing authority to work at home or an alternate work location during an emergency.

B. Authorization and Public Emergency Justification for Order Not to Report to Normal Work Location.

1. Chief Administrative Officer (CAO) Authorization for Order Not to Report to Normal Work Location. If the CAO activated the County's COOP, the CAO may authorize County appointing authorities, including both elected and appointed County officials to order eligible employees to not report to their normal assigned work locations.
2. Public Emergency Justification. The justification for the CAO's authorization to the appointing authorities, pursuant to this section, shall be based upon the CAO's determination that the public health and safety requires minimal to no travel on the local roads and highways, or social distancing of members of the public and County employees.

C. Authorization for Appointing Authorities to Order Eligible Employees Not to Report to Normal Work Location and to Direct Eligible Employees Whether to Work at Home or Alternate Work Location. Pursuant to this section, appointing authorities are authorized to order eligible employees to not report to their normal assigned work location only if the CAO authorizes such order pursuant to subsection (b) above. When the CAO authorizes such an order, the appointing authority may determine which eligible employees shall be ordered to not report to their normal assigned work location, and shall direct such employees whether to perform their assigned duties, as follows:

1. Employees in Positions Not Designated as Key COOP Staff or Contingency COOP Staff. When the appointing authority orders eligible employees, who serve in positions that are not designated as Key COOP Staff or Contingency COOP Staff, to not report to their normal assigned work location, the appointing authority's order shall also include direction to the employees that



they either: (i) must continue to perform their regular work duties, to the extent possible, at their home (or alternate location as specified in subsection (c)(4)) during their regularly scheduled hours while the order under this subsection is in effect, or (ii) are not required to perform their regular work duties because it is not possible to perform such duties outside their normal work locations.

2. Employees in Positions Designated as Key COOP Staff or Contingency COOP Staff. When the appointing authority orders eligible employees, who serve in positions that are designated as Key COOP Staff or Contingency COOP Staff, to not report to their normal assigned work location, the appointing authority's order shall also include direction to the employees that they must continue to perform their regular work duties, to the extent possible, at their home (or alternate location as specified in subsection (c)(4)) during their regularly scheduled hours while the order under this subsection is in effect.
  3. Period of Time for Order Not to Report to Normal Work Location. The period of time during which an appointing authority is authorized to have in effect any order not to report to a normal assigned work location shall: a. commence on or after the day the CAO activates the County's COOP, and b. terminate on or before the day the CAO deactivates the County's COOP, as determined by the appointing authority by designation of such time period for each eligible employee that is ordered not to report to their normal work location.
  4. Alternate Work Location. An appointing authority may order some or all eligible employees pursuant to this agreement to perform work during their regularly scheduled hours at their home, an alternate work location, including other County facilities, or any other location approved by the appointing authority.
- D. Authorization and Calculation of Compensation. Eligible employees under this section are authorized to be compensated pursuant to the following calculation:
1. The calculation of the payment authorized by this subsection shall be based upon the number of hours in the employee's established regularly scheduled standard workday that the eligible employee was scheduled to work during the period of time the employee was ordered not to report to their normal assigned work location pursuant to subsection (c), regardless of whether the employee performed work.
  2. The calculation of payment will not include any scheduled or anticipated overtime.

3. Compensation paid pursuant to this agreement shall not count as hours worked for purposes of calculating overtime, except for those hours which the eligible employee performed work.
- E. Early Departure or Late Arrival. For emergency related reasons, following the activation of the County's COOP, an appointing authority: (1) may order eligible employees, who are currently working, to leave their normal work location before the scheduled end of their assigned work shift, or (2) may order eligible employees, who are not currently working, to arrive at their normal work location later than the scheduled beginning of their assigned work shift. Eligible employees who are ordered to leave early or arrive late pursuant to this subsection shall be paid for their scheduled hours not worked as provided in this agreement.
- F. Exceptions. This section shall not apply to employees who were on authorized paid leave of absence (e.g., vacation, sick leave, compensatory time off, or other paid leave) during all or a portion of any of the days specified in subsection (c). Such employees shall be compensated pursuant to the paid leave of absence provisions applicable to their absence from work during the days specified in subsection (c). This section also shall not apply to employees who were on authorized leave without pay during all or any portion of any of the days specified in subsection (c) since such employees would not have worked on these days regardless of the emergency conditions. This section may be waived by the appointing authority for good cause.

### ARTICLE 13. MODIFICATION

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

### ARTICLE 14. 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 15. CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

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 16. 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 17. 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, Section 4, of the San Diego County Labor Relations Ordinance), not to exceed one-hundred-eighty (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 one-hundred-eighty (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 appropriate steps necessary to assure compliance with this Memorandum of Agreement.

## ARTICLE 18. 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 19. 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.

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.

ARTICLE 20. 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.

Jointly submitted and recommended this 23<sup>rd</sup> day of May, 2023.

**Please see next page for signatures.**

FOR THE COUNTY OF SAN DIEGO:

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



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CLINT OBRIGEWITCH  
Labor Relations Manager



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MIKE O'DEANE  
President



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ROB WEXLER  
Lead Negotiator



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BRIAN BENTLY  
Director