

**AN ORDINANCE
AMENDING THE COMPENSATION ORDINANCE SECTIONS
AND
ESTABLISHING COMPENSATION
STRIKEOUT VERSION**

ORDINANCE NO _____ (NEW SERIES)

AN ORDINANCE AMENDING THE COMPENSATION ORDINANCE SECTIONS AND ESTABLISHING
COMPENSATION RELATING TO THE TENTATIVE AGREEMENT PENDING RATIFICATION WITH
THE DISTRICT ATTORNEY INVESTIGATORS' ASSOCIATION FOR THE DI AND DM BARGAINING
UNITS

The Board of Supervisors of the County of San Diego ordains as follows:

Section 1. Appendix One of the Compensation Ordinance is hereby amended by establishing compensation for job codes/classifications designated DI and DM as follows:

Fiscal Year 2026-2027:	3% wage increase effective June 26, 2026
Fiscal Year 2027-2028:	3% wage increase effective June 25, 2027
Fiscal Year 2028-2029:	3% wage increase effective June 23, 2028

Section 2. Appendix One of the Compensation Ordinance shall be amended to establish compensation based on market adjustments for job codes/classifications designated as DI and DM as follows:

Fiscal Year 2027-2028	2% market adjustment effective June 25, 2027
Fiscal Year 2028-2029:	2% market adjustment effective June 23, 2028

Section 3. Subsection (g)(3) of Section 1.6.2 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 1.6.2: OVERTIME AND FLSA/NON-FLSA COMPENSATORY TIME.

(g) Method of Calculation.

- (1) Recording and Authorization. Overtime shall be recorded in units of hours and tenths of hours. Overtime must be for work ordered or approved in advance by the appointing authority. The appointing authority shall keep current records of each instance of overtime worked, the reason therefore, by whom authorized, and the date and duration of compensatory time off allowed and/or cash compensation paid.
- (2) More Than One Class. Overtime earned by an employee who is employed in more than one class shall be computed in the manner provided in this section for each class separately.
- (3) Exclusion of Leave from Hours Actually Worked for Overtime Purposes.
 - (a) Classes Designated AE, CL, ~~DI, DM~~, FS, HS, MM, PR, PS, RN, SW and SS. Any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, holiday, jury duty, reporting for a draft board, compensatory time off or the investigation, preparation or presentation of a grievance, or other release time granted for an employee to engage in lawful employee organization activity, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable, shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation. (MM classes listed in the chart above are eligible for Holidays to count as time worked (See chart: 1.6.2(g)(4)~~(h)~~(g) below: Hours Counted as Hours Worked for Overtime Purposes Non-Exempt Employees.)

Section 4. Subsection (4) of Section 1.6.2 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 1.6.2: OVERTIME AND FLSA/NON-FLSA COMPENSATORY TIME.

(4) Hours Counted as Time Worked for Overtime Purposes.

- (a) For employees in classes designated CE, CEM, MA, NA, NS paid leave, holidays and compensatory time off shall count as hours worked for overtime purposes.

- (b) For employees in classes designated PO, holiday, investigation, preparation or presentation of a grievance and authorized release time for negotiations shall count as hours worked for overtime purposes.
- (c) For employees in classes designated SO, investigation, preparation or presentation of a grievance and authorized release time for negotiations shall count as hours worked for overtime purposes.
- (d) For employees in classes designated DS, sick leave, bereavement leave, vacation, and holidays, compensatory time off and any other paid time off shall count as hours worked for overtime purposes.
- (e) For employees in classes designated CM or CR, and for classes 7069 - Wastewater Plant Operator III, 5885 - Building Maintenance Supervisor, 5900 - Sheriff's Supervising Heli/Air Mechanic, 6163 - Sr. Electronic Security & Systems Technician, 6149 - Telecommunications Technician III, holidays shall count as hours worked for overtime purposes.
- (f) Employees in classes designated DI and DM. 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. 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. When an employee uses vacation or compensatory time off (CTO) and on the same day works additional hours or a non-mandatory shift, the time worked will be compensated at straight time.
- (eg) The following shall count as hours worked for overtime purposes for nonexempt employees in classes designated below:

Hours Counted as Time Worked for Overtime Purposes For Nonexempt Employees						
	PO	SO	CM	CR	DI & DM	MM (Designated Classes Only) 5885 Building Maintenance Supervisor 5900 Sheriff's Supv Heli/Air Mech 6163 Sr Electronic Security & Sys Tech 6149 Telecommunications Tech III 7069 Wastewater Plant Operator III
Holidays	√		√	√	√	√
Grievance (Investigation, Preparation, Presentation)	√	√			√	
Negotiations (Authorized Release Time)	√	√			√	

Section 5. Section 1.7.47 of the Compensation Ordinance is hereby added to read as follows:

SECTION 1.7.47: Environmental Prosecution Unit Premium. This premium will be effective June 25, 2027. This premium will only be provided to employees assigned to the Environmental Prosecution Unit as designated by the appointing authority. The premium is specifically designated for those employees whose principal assignment is the Environmental Prosecution Unit. Employees shall receive additional compensation at a rate of one hundred dollars (\$100.00) above their regular base rate per pay period. This premium shall not apply toward terminal payoff. The premium provided to employees in the Environmental Prosecution Unit shall not be considered a permanent form of additional compensation. The selection and specific number of Environmental Prosecution Unit employees designated to receive the premium will be dependent on organizational needs as determined by the appointing authority or designee.

Section 6. Subsection (f) of Section 1.9.2 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 1.9.2: BILINGUAL PREMIUMS.

- (f) District Attorney Investigator Bilingual Premiums. For employees in classes designated DI and DM, 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 skills is ~~fifty dollars (\$50.00)~~ one hundred dollars (\$100.00) biweekly; ~~\$0.625~~ \$1.25 per hour for eighty (80) hours of paid service – thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an eighty (80) hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: The rate for Class B bilingual skills is ~~twenty five dollars (\$25.00)~~ fifty dollars (\$50.00) biweekly; ~~\$0.3125~~ \$0.625 per hour for eighty (80) hours of paid service – thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an eighty (80) hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in a second language.

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

Section 7. Section 1.12.7 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 1.12.7: EDUCATION AND POST CERTIFICATE BONUS.

- (e) Permanent employees designated as DI or DM who possess, based on level of proficiency demonstrated by the acquisition of certificates issued by the California Commission on Peace Officers' Standards and Training (POST), an Advanced POST certificate shall be compensated at ~~seven and one half percent (7½%) above the base hourly wage rate established for their designated classification in the Salary Schedule. Effective June 26, 2015 the rate will increase to eight and one half percent (8½%), and effective June 24, 2016, to nine and one half percent (9½%).~~ eleven percent (11%) above the base hourly wage rate established for their designated classification in the Salary Schedule.

Eligible Classes: Classes designated DI and DM.

Section 8. Section 2.1.7 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 2.1.7: LUMP SUM PAYMENTS FOR FISCAL YEARS 2026-2029

A one-time lump sum payment of \$1,000 (one thousand dollars) in year one (FY 2026-2027), \$500 (five hundred dollars) in year two (FY 2027-2028), and \$250 (two hundred fifty dollars) in year three (FY 2028-2029) will be paid to eligible employees.

Year one payment will be for all eligible regular employees who have paid service during Fiscal Year 2025-2026. The first payment will be made in payroll 02 of Fiscal Year 2026-2027 (paycheck date of July 31, 2026). An employee is not eligible to receive this one-time lump sum payment if they terminate before the first day of the payroll period in which this payment will be made. Part-time employees shall receive a pro-rated amount according to their standard hours. 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.

Year two payment will be for all eligible regular employees who have paid service during Fiscal Year 2026-2027 and year three payment will be for all eligible regular employees who have paid service during Fiscal Year 2027-28. The second and third-year payments will be made in payroll 02 of that year. For 2027-2028, the second paycheck date is July 30, 2027. For 2028-

2029, the second paycheck date is July 28, 2028. An employee is not eligible to receive this one-time lump sum payment if they terminate before the first day of payroll 02. Part-time employees shall receive a pro-rated amount according to their standard hours. 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.

Eligible bargaining units: DI, DM, DS, SM, and SO.

Section 9. Subsection (f) of Section 2.1.19 of the Compensation Ordinance is hereby added to read as follows:

SECTION 2.1.19: RETENTION INCENTIVE PROGRAM.

(f) Employees in classes designated DI and DM:

(i) Effective June 26, 2026: all regular employees who have 20 years of combined service with the County of San Diego and other public law enforcement agencies shall receive a five percent (5%) retention incentive premium.

Section 10. Section 4.2.28 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 4.2.28: Paid Emergency Leave.

In the event of a natural disaster or other emergency, the Chief Administrative Officer (CAO) may authorize up to 80 hours of paid leave for employees directly impacted by the event. The CAO shall determine the conditions, eligibility, and method of payment for such leave.

Eligible bargaining units: AE, AM, AS, CC, CE, CEM, CL, CM, CR, CS, DA, DI, DM, DS, EM, FS, HS, MA, MM, NA, NE, NM, NS, PD, PM, PR, PS, RN, SM, SO, SS, SW, and UM.

Section 11. Subsection (d) of Section 5.1.6 of the Compensation Ordinance is hereby amended to read as follows:

SECTION 5.1.6: FLEXIBLE BENEFITS PLAN. A flexible benefits plan, which is in accordance with Section 125 of the Internal Revenue Code, is authorized for eligible employees.

(5) Employees in classes designated DI and DM under the DAI Benefit Program.

<u>Effective January 1, 2023:</u>	<u>Monthly</u>
Employee Only	\$ 856.00
Employee + 1 Dependent	1,255.00
Employee + 2 or More Dependents	1,787.00
<u>Effective January 1, 2024:</u>	<u>Monthly</u>
Employee Only	\$ 899.00
Employee + 1 Dependent	1,318.00
Employee + 2 or More Dependents	1,876.00
<u>Effective January 1, 2025:</u>	<u>Monthly</u>
Employee Only	\$ 944.00
Employee + 1 Dependent	1,384.00
Employee + 2 or More Dependents	1,970.00
<u>Effective January 1, 2026:</u>	<u>Monthly</u>

Employee Only	\$ 991.00
Employee + 1 Dependent	1,453.00
Employee + 2 or More Dependents	2,069.00

Effective January 1, 2027 (6% increase):

	<u>Monthly</u>
<u>Employee Only</u>	<u>\$ 1,050.00</u>
<u>Employee + 1 Dependent</u>	<u>1,540.00</u>
<u>Employee + 2 or More Dependents</u>	<u>2,193.00</u>

Effective January 1, 2028 (6% increase):

	<u>Monthly</u>
<u>Employee Only</u>	<u>\$ 1,113.00</u>
<u>Employee + 1 Dependent</u>	<u>1,632.00</u>
<u>Employee + 2 or More Dependents</u>	<u>2,325.00</u>

Effective January 1, 2029 (6% increase):

	<u>Monthly</u>
<u>Employee Only</u>	<u>\$ 1,180.00</u>
<u>Employee + 1 Dependent</u>	<u>1,730.00</u>
<u>Employee + 2 or More Dependents</u>	<u>2,465.00</u>

Section 12. Effective Dates. Sections 1-11 shall take effect after adoption by the Board of Supervisors following the second reading. Within fifteen days after the date of adoption of this ordinance, a summary shall be published once with the name of those members voting for and against the same in the newspaper of general circulation published in the County of San Diego.

Section 13. Operative Dates. Operative dates by specified section are listed in the table below.

Section Number	Operative Date
Section 1	June 26, 2026 June 25, 2027 June 23, 2028
Section 2	June 25, 2027 June 23, 2028
Sections 3-4	June 26, 2026
Section 5	June 25, 2027
Sections 6-10	June 26, 2026
Section 11	January 1, 2027 January 1, 2028 January 1, 2029

APPROVED AS TO FORM AND LEGALITY
Damon M. Brown, County Counsel

BY: Amanda Johnston, Supervising Deputy County Counsel