

Memorandum of Understanding

between

County of San Mateo

and

Deputy Sheriff's Association

(Deputy Sheriff, Sheriffs Correctional Officer and District Attorney Inspector)

~ ~ *CL* ~ ~

January 31, 2016 - January 9, 2021

**DEPUTY SHERIFF'S ASSOCIATION
Memorandum of Understanding**

Table of Contents

Section 1. Recognition:.....6

Section 2. Association Security:6

 2.1 Dues Deduction:6

 2.2 Communications with Employees:.....8

 2.3 Use of County Buildings:8

 2.4 Advance Notice:8

Section 3. Association Representatives:8

Section 4. County Rights:10

Section 5. No Discrimination:.....10

Section 6. Salaries:10

 6.1 Survey:.....10

 6.2 Experience Pay:11

 6.6 Salary Step When Salary Range Is Revised:.....13

 6.7 Salary Step After Promotion or Demotion:13

 6.8 Reclassification of Position:.....13

 6.9 "Y" Rate Process:13

 6.10 Salary Step Defined:13

Section 7. Days and Hours of Work:.....13

Section 8. Overtime:.....14

 8.1 Authorization:14

 8.2 Definition.....14

 8.3 Work Groups:15

 8.4 Compensatory Time Off:15

Section 9. Shift Differential:	15
Section 10. Application of Differential:	15
Section 11. On-Call Duty:	16
Section 12. Bilingual Pay:	16
Section 13. Tuition Reimbursement:.....	16
Section 14. Career Incentive Allowance for Law Enforcement Officers:	17
Section 15. Layoff and Reemployment:	17
15.1 Notice of Layoff:	17
15.2 Precedence by Employment Status:	17
15.3 Procedures:	18
15.4 Names of Employees Laid Off to be Placed on Re-employment and General Eligible Lists: ..	18
15.5 Abolition of Position:.....	19
Section 16. Severance Pay:	19
Section 17. Holidays:	19
The holidays in this County are:	19
Section 18. Vacations:	20
18.1 Vacation Allowance:.....	20
18.2 Vacation Schedule:	21
18.3 Vacation Allowance for Separated Employees:	21
18.4 Vacation Pay:.....	21
Section 19. Sick Leave:	21
19.1 Accrual:.....	21
19.2 Usage:.....	21
19.3 Procedures for Requesting and Approving Sick Leave:.....	21
19.4 Accounting for Sick Leave:	22
19.5 Credits:	22

19.6	Incapacity to Perform Duties:	22
19.7	Use of Sick Leave While on Vacation:	22
19.8	Catastrophic Leave:	23
Section 20.	Leaves of Absence:	23
20.1	General:	23
20.2	Benefit Entitlement:	24
20.3	Seniority Rights and Salary Adjustments:	24
20.4	Job Incurred Disability Leave:.....	24
20.5	Leave of Absence Without Pay:	25
20.6	Military Leaves of Absence:	26
20.7	Absence Due to Required Attendance in Court:	26
20.8	Absence Without Leave:	26
20.9	Educational Leave of Absence With Pay:	27
Section 21.	Hospitalization and Medical Care:	27
21.3	Sick Leave Conversion:	28
Section 22.	Dental Care:.....	30
Section 23.	Vision Care:.....	30
Section 24.	Change in Employee Benefit Plans:	30
Section 25.	Life Insurance:	30
Section 26.	Uniform Allowance/Safety Equipment:	30
Section 27.	Promotion:.....	31
27.1	Examinations:	31
27.2	Promotional Eligible Lists:	31
27.3	Probationary Period:	31
Section 28.	Reallocation of Position:.....	32
Section 29.	Change of Assigned Duties:	32

Section 30. Pay for Work-Out-of-Classification:32

Section 31. Probationary Period:33

Section 32. Dismissal, Suspension Reduction in Step or Demotion for Cause:.....34

Section 33. Grievances:34

 33.3 Scope of Adjustment Board and Arbitration Decisions:35

 33.4 Compensation Complaints:36

 33.5 No Strike:..... **Error! Bookmark not defined.**

 33.6 County Charter and Civil Service Commission:36

 33.7 Involuntary Transfers for the Alleged Purpose of Punishment:.....36

Section 34. Retirement Plan:.....37

 34.1 Retirement Plan:37

 34.2 Retirement COLA:.....38

Section 35. Reopeners: **Error! Bookmark not defined.**

Section 36. Separability of Provisions:39

Section 37. Past Practices:.....39

MEMORANDUM OF UNDERSTANDING

The Deputy Sheriffs Association (DSA) and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing January 31, 2016 through January 9, 2021.

Section 1. Recognition

The Deputy Sheriffs' Association, hereinafter referred to as the "DSA", is the recognized employee organization for this bargaining unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978. This MOU covers County probationary and regular employees employed in the classifications of Deputy Sheriff, Deputy Sheriff Trainee, Sheriff's Correctional Officer and District Attorney Inspector.

Section 2. Association Security

2.1 Agency Shop

- A. The Association agrees that it has the duty to provide fair and non-discriminatory representation to all employees in the representation unit regardless of whether they are members of the Association.
- B. All employees in the representation unit shall as a condition of employment do one of the following:
 1. Become and remain a member of the Association;
 2. Pay to the Association an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., *Hudson v. Chicago Teachers Union*), which shall be less than the monthly dues made during the duration of this MOU. It shall be the sole responsibility of the Association to determine an agency fee which meets the above criteria; or
 3. Do both of the following:
 - a. Present to the Association and the Controller a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee described above to one of the following three non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code: San Mateo County Code 30 Foundation, Concerns of Police Survivors (COPS), or California Peace Officers Memorial Fund.

- C. As a condition of employment, all new employees shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Paragraph B above.
1. If the form authorizing payroll deduction is not returned to the County Controller within thirty (30) calendar days, the Controller shall so notify the Association, providing the employee's name, address and classification. The Association may then, in writing with a copy to the employee, direct that the Controller withhold the Agency Fee from the employee's salary and the Controller shall pay an equal amount to the Association.
 2. Within ten (10) working days of the date the Association directs that such Agency Fee be withheld, Association shall provide the County confirmation that the agency fee payer has been furnished a copy of the "Hudson Procedure".
- E. Employees may opt into the DSA upon hire or within a period of one hundred ten (110) to ninety (90) days prior to the expiration of this and any subsequent MOU. Any employee who is a member of the Association shall have the right to withdraw from the Association by discontinuing dues deduction and selecting one of the options specified in Section B above. The employee requesting to withdraw must do so in writing to the County Controller, by certified mail.
- F. The Association shall provide the County a copy of its "Hudson procedure" for the determination and protest of its agency fees, upon request. The Association shall provide a copy of said "Hudson procedure" to every agency fee payer covered by this MOU annually, and as a condition to any percentage change in the agency fee.
- G. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the Association dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- H. The provisions of Paragraph B. and D. shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this Paragraph, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.
- I. Annually, the Association shall provide the Director of Human Resources Department (HRD) with copies of the financial report which the Association annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Association's balance and operating statement for the prior year. Failure to file such a report within sixty days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.
- K. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of the Association Security and/or Dues Deduction provisions, or action taken or not taken by the County under one or both of these provisions. Indemnification and defense includes, but is not limited to, payment of the County's attorney's fees and costs.

- L. In the event that employees in a bargaining unit represented by the Association vote to rescind "Agency Shop" the provisions of Section 2.2 shall apply to dues-paying members of the Association.
- M. The County shall hand out agreed upon Association materials along with the Agency Shop forms.

2.2 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the County Controller. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the County, and shall continue: (1) until such authorization is revoked, in writing, by the employee; or (2) until the transfer of the employee to a unit represented by another employee organization. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

2.3 Communications with Employees

The Association shall be allowed by County departments in which it represents employees use of available bulletin board space for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with department needs. The Association may distribute materials to unit employees through County mail distribution channels if approved by the Human Resources Director. This privilege may be revoked in the event of abuse after the Director consults with Association representatives. Any Association representative shall give the Department Head or representative at least twenty-four (24) hours advance notice when contacting employees during the duty period, provided that solicitation for membership and other internal Association business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Association and the department head and when made shall continue until revoked.

2.4 Use of County Buildings

County buildings and facilities may be made available for use by County employees or the Association or its representatives in accordance with such administrative procedures as may be established by the County Manager or department head concerned.

2.5 Advance Notice

Except in cases of emergency as provided below in this subsection, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

Section 3. Association Representatives

3.1 Release Time for Meet and Confer

County employees who are official representatives of the Association shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three (3) at any one time. Any denial of requested time off may be appealed to the Human Resources Director whose decision shall be final.

3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting association business; (4) participation in Association Board and general membership meetings; (5) attendance at Association related training, conferences and workshops.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County paid release time, four (4) hours of paid release time each pay period under the LEU "me-too" language under the same terms of usage as identified above, and 16 hours paid for by Association members. In recognition of receiving release time for the Association President and Association Board (described below), employees enrolled in Tier 2 sick leave conversion shall pay a cost share of .3% for a period of six years as specified in Section 21.3 in lieu of elimination of the cost share; and employees in pension tiers 1, 2, and 4 shall receive a reduced salary offset for payment of 50% cost of retirement COLA.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MOU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

3.3 Association Board Release Time

The County shall provide an annual Association release time bank of two hundred and forty (240) hours for use by the Association Board. The Association Board members may use these hours to perform their

Association functions, or attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released Board member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. The Association President or designee, shall request use of this time from the Sheriff's Office and Employee Relations at least forty - eight (48) hours in advance of the Board members who will be utilizing the release time. Release time may only be used by a sitting member of the Association Board. Release time for the Board may only be used during the calendar year in which it is provided. Release time for the Board shall not roll over year to year, shall not accrue to any individual employee, nor be cashable at separation.

3.4 Dues Deduction for Members

As soon as administratively possible, the County shall create up to five (5) additional dues deduction lines for members and Associate members of the Association who shall be allowed to have their dues deducted post tax from their paychecks. The amount of the deduction shall be determined by the Association, employees shall then authorize the county to deduct the stated amount.

Section 4. County Rights

Except where modified by this MOU, the County retains the exclusive right to determine the methods, means and personnel by which County government operations are to be conducted; to determine the mission of each of its departments, boards and commissions; to set standards of service to be offered to the public; to administer the Civil Service system; to classify positions; to add or delete positions or classes to or from the salary ordinance; to establish standards for employment, promotion and transfer of employees; to direct its employees; to take disciplinary action for proper cause; to schedule work; and to relieve its employees from duty because of lack of work or other legitimate reasons.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association, if affected by the action, shall be promptly notified. The Human Resources Director shall, on request of either party, refer questions regarding the interpretation of this Section which cannot be resolved between employee and management representatives to either the Board of Supervisors or the Civil Service Commission for hearing and final determination, depending on which body has authority over the matter in dispute. In no event shall such dispute be subject to the grievance procedure of this MOU.

Section 5. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, legitimate employee organization activities, or on the basis of any other classification protected by law against any employee or applicant for employment by the Association, the County, or anyone employed by the County. To the extent prohibited by applicable state and federal law there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

Section 6. Salaries

6.1 Survey

On or before the first Monday in April in each year, commencing in the calendar year 2016, and ending in the calendar year 2020, the representatives of the County and the representatives of the Deputy Sheriffs Association shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31 of that year for deputy sheriffs in the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, Solano and Sonoma. The terms "pay", "rates of pay", and "pay rates" are hereby defined and

intended to include the maximum rate of base pay provided in each of the above jurisdictions for deputy sheriff positions equating to the classification of Deputy Sheriff in the County of San Mateo. Unresolved disputes regarding the interpretation or application of this paragraph shall be resolved by submission to a jointly chosen, neutral arbitrator whose decisions shall be final and binding on the parties and shall be submitted to the Board of Supervisors. The Board of Supervisors shall thereupon fix the rates of pay of the classification of Deputy Sheriff at 1% above the highest pay rate specified in this survey. Such rates of pay shall be fixed to be effective as of the first day of the first full pay period in January of each year. The County shall not reduce salaries during the term of this agreement.

Salary increases for the classification of Sheriff's Correctional Officer shall be set at eighty-five percent (85%) of the Deputy Sheriff's salary. This salary will be effective the first day of the first full pay period in January of each year commencing in the calendar year 2016 once the Deputy Sheriff's salary for the calendar year has been set. For Correctional Officers hired before April 24, 2005 their salary will be frozen at their present salary range until the salary assigned to the current Correctional Officer classification equals or exceeds their current pay rate.

Salary increases for the classification of District Attorney Inspector shall be effective the first full pay period in January of each year commencing in the calendar year 2016. Such salary increases shall be the same percentage as that of Deputy Sheriffs, as described above.

6.2 Experience Pay

In addition to the salary provisions described in Section 6.1 above, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector shall receive experience pay at the following rates:

- 2% at the beginning of the 12th year
- 3% at the beginning of the 15th year
- 4% at the beginning of the 18th year
- 5% at the beginning of the 20th year

Such experience pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service with the County of San Mateo, for the classification of Deputy Sheriff and District Attorney Inspector based on total years of California Peace Officers Standards and Training (POST) qualified peace officer experience service for the County of San Mateo and/or on total years of qualified California correctional officer experience service for the County of San Mateo. Such experience pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service, for the classification of Sheriff's Correctional Officer based on total years of qualified California correctional officer experience service for the County of San Mateo. This experience pay shall be calculated as the above stated percentage of the employee's current step base pay. Base pay shall be defined as the base salary listed in the County salary schedules and shall not include employer pick up of the employee's retirement contribution or any differentials or premium pays.

6.3 Except as herein otherwise provided, the entrance salary for a new employee entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the Human Resources Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Human Resources Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a Y rate by the Board of Supervisors.

6.4 Permanent and probationary employees serving in regular established positions shall be considered by the

appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of 1040 regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the class. If an employee is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
- (2) After completion of 2080 regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the class until the top of the range is reached.
- (3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:

if the merit increase period is completed during the first week of a pay period the increase will be made effective the start of the then current pay period.

if the merit increase period is completed during the second week of a pay period the increase will be made effective with the start of the next period.

- (4) Upon the recommendation of the appointing authority and approval by the Human Resources Director, employees may receive special merit increases at intervals other than those specified in this Section. The Human Resources Director's decision shall be final.

6.5 Employees shall be considered for salary step increases according to the date of their appointment or the revised salary adjustment hours balance. Changes in employees' salary because of promotion, upward reclassification, postponement of salary step increase or special merit increase will set a new salary adjustment hours balance for that employee, which balance shall be as stated in the preceding paragraph.

Employees who are rejected during the probationary period and revert to their former class shall return to the salary adjustment hours balance held in the former class unless otherwise determined by the Human Resources Director. The salary adjustment hours balance for an employee shall not be affected by a transfer, downward reclassification or a demotion.

A permanent employee accepting provisional employment in a higher or different class in the County Classified Service, who reverts to the former class, shall retain the salary adjustment hours balance in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a class will not set a new salary adjustment hours balance for employees serving in that class.

Upon recommendation of the appointing authority and approval of the Human Resources Director provisional, temporary, seasonal and extra help employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon recommendation of the appointing authority and approval by the Human Resources Director, continuous service in a provisional, temporary, or extra help capacity shall be added to service in a regular established position for purposes of determining an employee's salary adjustment hours balance, eligibility for salary increases, and vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight consecutive calendar days during

which the employee was not in a pay status, except when the employee is absent due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits.

6.6 Salary Step When Salary Range Is Revised

Whenever the salary range for a class is revised, such incumbent in a position to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided by the Board of Supervisors.

6.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to or greater than the minimum base rate for the higher class, they shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, voluntarily or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the employee's class, and designate such rate of pay as a Y rate.

6.8 Reclassification of Position

An employee in a position reclassified downward shall have the right to either (1) transfer to a vacant position in their present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continue in the same position in the lower class at a "Y" rate of pay when their pay is higher than the maximum step of the salary range for the lower class.

6.9 "Y" Rate Process

When an employee is reclassified downward, he/she shall continue in their present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

6.10 Salary Step Defined

For purposes of salary administration in this contract a step is defined as 5.74%.

Section 7. Days and Hours of Work

The standard workweek for employees occupying full-time positions consists of 40 hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe. Except as hereinafter provided, County offices shall be open for business from 8:00 a.m. to 5:00 p.m. every day except Saturdays, Sundays and holidays. With the County Manager's approval, department heads may make such changes to the schedule of office hours as public convenience or necessity may require.

Section 8. Overtime

8.1 Authorization

All compensable overtime must be authorized by the appointing authority or designated representative prior to being worked. If prior authorization is not feasible due to emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job class in which the person is regularly employed or in a class for which the employee is authorized higher pay for work in a higher class.

8.2 Definition

Except as otherwise provided by Charter, or as defined herein, any authorized time worked in excess of a 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.

For employees on a 12-hour shift schedule in classes permitted by the Fair Labor Standards Act, overtime shall be defined as hours worked in excess of 168 hours in a 28 day period.

For purposes of determining eligibility for overtime compensation, any absence with pay, except sick leave, shall be considered as time worked. Sick leave will be considered as time worked under the following conditions:

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called into work from an On-Call status on Wednesday night and works 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.
- The potential overtime hours occur due to the employee being ordered or mandated to work the additional hours when not in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called on Wednesday night and ordered to report to work for 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.

Sick leave will not be considered as time worked under other circumstances. For example:

- If the employee is not in an On-Call status and is not ordered or mandated to work the additional hours, sick leave used in that overtime calculation period shall not be considered as time worked for the purpose of eligibility for overtime compensation. For example, an employee calls in sick for an 8-hour shift on Monday. The employee is not scheduled to work a regular shift on Wednesday, but has either previously signed up for 8 hours of voluntary overtime for that day, or is called at home and is asked to work an 8 hour shift that day and agrees to do so voluntarily. In this case, the employee would code no sick leave for Monday, but would, instead, code 8 hours of straight time for Wednesday. There would be no overtime and no deduction from sick leave balances.

The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime.

Employees who are regularly scheduled to work a biweekly overtime schedule will not receive overtime

if they are receiving vacation or sick leave pay for the entire biweekly pay period during the time when the regularly scheduled overtime falls.

8.3 Work Groups

The Human Resources Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or comp time off. The Director's decision shall be final; provided that prior to changing the work group of an existing class covered by this MOU the Director shall notify the Association of the contemplated change and if requested, discuss with the Association the reasons for the work group change.

Work Group 1: Employees in Work Group I are covered by the Fair Labor Standards Act (FLSA) and may be compensated for overtime worked either by monetary payment or by compensatory time off, up to the cap permissible under Section 8.3 of this MOU, at the option of the employee. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked. Should the County through some future Federal ruling be exempted from FLSA, the County shall revert to the base rate for the computation of overtime.

8.4 Compensatory Time Off (CTO)

CTO which accrues in excess of eighty (80) hours must be liquidated by monetary payment. Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. The smallest increment of CTO which may be taken off is 6 minutes.

Effective January 31, 2016, the maximum compensatory time off accrual shall be increased from the current amount of eighty (80) hours to ninety-six (96) hours. This provision shall be in effect for six (6) months. At the end of the six-month period, the Department will compare overtime usage for this past six-month period with the same six month period in 2015. The overtime usage to be compared will be only that used to backfill for members who are absent from work due to the use of accrued comp time off. If the comparison shows a minimum of 15% increase in overtime usage for the specific reason noted above, the comp time accrual limit will revert to eighty (80) hours. If the result is less than a 15% increase, ninety-six hours will become the new cap for CTO accrual.

Section 9. Shift Differential

9.1 Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the employee's base pay in the salary range for their class. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.

9.2 Employees shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

Section 10. Application of Differential

For employees who have been:

- (1) regularly working a shift described in Section 9, and/or
- (2) assigned to and regularly working a special job assignment enumerated in Exhibit B of this Memorandum, and/or

- (3) eligible for and receiving Career Incentive Allowance for Law Enforcement Officers as provided in Section 14, for 30 or more calendar days immediately preceding a paid holiday, the commencement of a vacation, paid sick leave period, or comp time off, as the case may be,
- (4) the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid comp time. The vacation, sick leave, holiday and comp time off pay of an employee on a rotating shift shall include the differential such employee would have received had they been working during such period. Shift differential does not apply when employees are assigned modified duty, unless their modified duty assignment requires them to work between 6:00 p.m. and 6:00 a.m.

Section 11. On-Call Pay

When warranted and in the interest of County operations, the department head may assign employees to "on-call" status. Effective January 31, 2016, employees shall be paid an hourly rate of three dollars (\$3.00) for time in which they are required to be in an on-call status. Effective the first pay period of January 2017, employees shall be paid an hourly rate of three dollars and seventy cents (\$3.70) for time in which they are required to be in an on-call status. Effective the first pay period of January 2018, employees shall be paid an hourly rate of four dollars and forty cents (\$4.40) for time in which they are required to be in an on-call status. Employees receiving callback pay shall not be entitled to on-call pay simultaneously.

Employees in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of two (2) hours. Employees not in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours. Hours worked contiguous with the employee's regular shift shall not be subject to call back pay.

Section 12. Bilingual Pay

A salary differential of \$42.50 biweekly shall be paid incumbents or positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. The Association shall be notified when such designations are made.

Section 13. Tuition Reimbursement

Employees may be reimbursed for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content is closely related to present or probable future work assignments, and limited to programs of instruction that correspond to courses offered by independent bona fide institutions of learning. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Manager's concurrence. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. The employee must both begin and successfully complete the course while employed by the County.

Employees must apply on the prescribed form with all information needed to evaluate the request to their department head who shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for

reimbursement accompanied by a copy of the school grade report or a certificate of completion to the Human Resources Department who shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. The County will reimburse up to fifty dollars (\$50.00) per course for books and other related course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 14. Career Incentive Allowance for Law Enforcement Officers

Employees in the classes of Deputy Sheriff, and District Attorney's Inspector who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to receive an incentive equating to 2.5% of base pay per biweekly pay period in addition to all other compensation if they possess the intermediate Peace Officers Standards and Training (POST) Certificate, or 7.5% of base pay per biweekly pay period if they possess the Advanced POST Certificate issued by the Commission of Peace Officer Standards and Training of the California State Department of Justice. These incentives will apply to Sheriff's Correctional Officers who possess the POST recognized equivalencies for the intermediate and advanced certificates. The permanent status requirement shall not apply to probationary employees who have laterally transferred to San Mateo County positions from other jurisdictions.

Section 15. Layoff and Reemployment

15.1 Notice of Layoff

The department head will give at least 14 days advance written notice to employees to be laid off unless a shorter period of time is authorized by the Human Resources Director.

15.2 Precedence by Employment Status

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional or probationary status are retained in the same class unless that employee has been offered the extra help, seasonal, temporary or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra help or seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary

Layoffs shall be by job class according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which an employee is required to be absent from their position due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits shall be included in computing length of service for purposes of determining seniority rights.

- (3) Time worked as an extra help or seasonal shall not count as County service.
- (4) Time worked in a permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two or more employees have the same seniority, the examination scores for their present classes shall determine seniority.

15.3 Procedures

- (1) Employees who are laid off may take a voluntary demotion within the Sheriff's Office or District Attorney's Office to a class in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
- (2) Displaced employees may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any class for which, in the Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.2.
- (3) Pursuant to the Civil Service Rules, an employee may with the approval of the Human Resources Director and the gaining department head demote or transfer to a vacant position in the Sheriff's Office or District Attorney's Office for which he/she possesses the necessary skills and fitness.

At the sole discretion of the Human Resources Director, an employee may be allowed to transfer and displace a less senior employee in a position in the Sheriff's Office or District Attorney's Office in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.

- (5) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than 10.0% higher.
- (6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.
- (7) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

15.4 Names of Employees Laid Off to be Placed on Re-employment and General Eligible Lists

The names of employees laid off shall be placed on re-employment eligible lists as hereinafter specified. Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of, or subsequent to, the date they were laid off.

The departmental reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in section

15.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked. The general reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a Countywide basis.

The provisions of this subsection 15.4 shall not apply to employees who have accepted severance pay upon termination of employment.

15.5 Abolition of Position

The provisions of Section 15 shall apply when an occupied position is abolished resulting in a classified employee losing status in their assigned class in their assigned department.

Section 16. Severance Pay

If an employee's position is abolished and they are unable to displace another County employee as provided in Section 15, they shall receive reimbursement of 50% of the cash value of their unused sick leave; provided that such employee shall be eligible for reimbursement only if they remain in the service of the County until their services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, he/she will not be entitled to the aforementioned reimbursement.

Section 17. Holidays

17.1 Regular full-time employees shall receive either eight (8) hours of pay or eight (8) hours of holiday leave for all authorized holidays listed in 17.3, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. An employee may carry a maximum of one hundred and twenty (120) hours of holiday leave on the books. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee works 50% of the full-time hours in a pay period, the employee shall be paid for one-half for each holiday falling within that pay period.

17.2 Employees regularly scheduled to work a 9/80 or 4/10 schedule may use vacation, accrued holiday pay or compensatory time off to account for the additional one or two hours of their shift, or they can request to flex those hours within the same work week, with approval of their supervisor.

17.3 County Holidays

- (1) January 1 (New Years Day)
- (2) Third Monday in January (Martin Luther King, Jr.'s Birthday)
- (3) February 12 (Lincoln's Birthday)
- (4) Third Monday in February (Washington's Birthday)
- (5) Last Monday in May (Memorial Day)
- (6) July 4 (Independence Day)
- (7) First Monday in September (Labor Day)
- (8) Second Monday in October (Columbus Day)
- (9) November 11 (Veterans Day)
- (10) Fourth Thursday in November (Thanksgiving Day)
- (11) Fourth Friday in November

- (12) December 25 (Christmas Day)
- (13) Every day appointed by the President of the United States or Governor of California to be a day of public mourning, thanksgiving or holiday. Granting of such holidays shall be discretionary with the Board of Supervisors.

17.4 If the Legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

17.5 If one of the holidays listed above falls on Sunday and the employee is not regularly scheduled to work that day, the employee's first regularly scheduled workday following the holiday shall be considered a holiday.

If any of the above holidays falls on a day other than Sunday and an employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, they shall be entitled to equivalent straight time off with pay. This equivalent straight time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out. If, however, the department head determines, in their sole discretion, that in the case of an employee in Work Group 1 the requirements of the service make it not feasible to add equivalent straight time to the employee's vacation accumulation, the employee shall be paid for the holiday on the basis of straight time but not to exceed eight hours for anyone holiday.

17.6 Employees working more than their regularly scheduled shift on a holiday shall be compensated for such excess time as provided in Section 8, Overtime.

Section 18. Vacations

18.1 Vacation Allowance

Employees, excluding extra help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules. Such accrual shall be prorated for any employees, except extra help, who work less than full-time during a pay period.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No employee may carry an accumulation of more than 52 pay periods' vacation accrual at any one time. However, employees may accrue unlimited vacation time in excess of the maximum when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of 13 full biweekly pay periods of continuous service.

- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra help do not accrue vacation credits, except that the service of an employee in an extra help capacity may be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra help or seasonal capacity may not be included if it preceded a period of over 30 days during which the employee was not in a pay status.

18.2 Vacation Schedule

The time at which employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall considered in scheduling vacations and in giving preference as to vacation time.

18.3 Vacation Allowance for Separated Employees

When an employee is separated from County service any remaining vacation allowance shall be added to the final compensation.

18.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 10.

Section 19. Sick Leave

19.1 Accrual

All employees, except extra help or seasonal, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be pro-rated for employees, except extra help or seasonal employees, who work less than full-time during a pay period. For purposes of this Section absence in a pay status shall be considered work.

19.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The employee's illness, injury or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional.
- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The employee's attendance on an immediate family member who is ill.
- (4) The employee's preparation for or attendance at the funeral of a member of the immediate family.
- (5) The employee's attendance to an adoptive child for up to six (6) weeks immediately after the arrival of the child in the home.

For this section immediate family means parent, spouse, domestic partner, son, daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

19.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, they shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify their supervisor as promptly as possible by telephone or other means. Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

The department head may require a physician's statement from an employee who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request.

19.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than 6 minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 10.

19.5 Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position they may receive credit for such extra help or seasonal period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight consecutive days in which an employee was not in a pay status.

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. No portion of sick leave credits for which an employee received compensation at the time of or subsequent to the day of layoff shall be restored.

19.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination that an employee is not capable of properly performing their duties, they may require the employee to abstain from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

19.7 Use of Sick Leave While on Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee: (1) was hospitalized during the period for which sick leave is claimed, or (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or (3) was preparing for or attending the funeral of a member of the immediate family. No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within the pay period during which the employee returns to work.

19.8 Sick Leave During Holiday

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.

19.9 Catastrophic Leave

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- (1) The receiving employee is a permanent full or part-time employee whose participation has been approved by their department head;
- (2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Department Head may require that the condition be confirmed by a doctor's report);
- (3) The receiving employee has or will have exhausted all paid time off;
- (4) The receiving employee must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Comp time may be transferred only by employees in work groups 1, 4, and 5. Sick leave may be transferred at the rate of one hour of sick leave for every four hours of other time (i.e., holiday, vacation, or comp time). Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. Donations must be a minimum of 8 hours and thereafter in whole hour increments. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient, in which event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave returned to the last employee(s) to have donated).

Appeal Rights

Employees denied participation in the program by the department head may appeal to the Human Resources Director and the County Manager whose decision shall be final.

Section 20. Leaves of Absence

20.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same or equivalent class, in the same department as held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this Section 20 shall abridge an employee's

rights under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 20.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 biweekly pay periods.

Approval and Appeals: Initial approval or disapproval of any leave of absence shall be by the department head; leaves of absence of more than 2 biweekly pay periods must also be approved by the Human Resources Director. Denials in whole or in part at the department head level may be appealed to the Human Resources Director whose decision shall be final.

20.2 Benefit Entitlement

Employees on leaves of absence without pay for more than one month shall not be entitled to payment by the County of their health, dental, life or long term salary continuation insurance premiums, except as provided hereinafter. Entitlement to County payment of premiums shall end on the last day of the month in which the employee was absent one full calendar month. An employee granted a leave of absence without pay due to their illness or accident shall be entitled to have one month's insurance premiums paid by the County for each year of County service, or major fraction thereof, to a maximum of 12 months payment of premiums.

20.3 Seniority Rights and Salary Adjustments

Authorized absence without pay for either: (1) a leave of absence for personal reasons; (2) a leave of absence on account of illness or injury not compensated through Worker's Compensation benefits; or (3) a leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

20.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- (A) Definition: Disability leave with pay is an employee's absence from duty with pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.
- (B) Payment: Payment of disability leave shall be at the base pay of the employee and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.
- (C) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave, an employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the State Compensation Insurance Fund or County Workers Compensation Adjuster has declared the illness or injury compensable under Workers Compensation Law and has accepted liability on behalf of the County, or the Workers Compensation Appeals Board has ordered benefits to be paid.

(D) Length of Job Incurred Disability Leave With Pay: Eligible Safety employees, as defined in the Government Code and in determinations made by the San Mateo County Board of Retirement, shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of 26 biweekly pay periods. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

(A) Definition: Disability leave without pay is an employee's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled employee has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.

(B) Application for and Approval of Job Incurred Disability Leave Without Pay: To receive disability leave without pay an eligible employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the appointing authority to evaluate the request. The employee must attach a physician's statement certifying to the nature, extent and probable period of illness or disability.

(C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed a maximum of two years for eligible Safety members of the Retirement System for anyone injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed this two year period. If an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

20.5 Leave of Absence Without Pay

(1) Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves of absence without pay under this Section.

(2) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leave of absence without pay for personal reasons up to a maximum of two biweekly pay periods.

(3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore may be granted for a maximum of 26 full biweekly pay periods. Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.

(4) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave.

(5) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of

personal reasons may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.

20.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

20.7 Absence Due to Required Attendance in Court

Upon approval by the department head, any employee, other than extra help or seasonal, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- (5) An employee required to appear in court in a matter unrelated to their County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to these proceedings. The time spent in these proceedings is not considered work time. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers-Milias-Brown Act or the MOU between the parties.
- (6) Notification to their supervisor is required within one business day of receipt of a subpoena or summons to appear.

20.8 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.
- (2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for

four or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty days after the first day of absence without leave a person makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

20.9 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay employees must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request. The County may, after approval of an employee's application, grant leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least 13 biweekly pay periods of continuous service and who are not extra help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above described criteria. The employee must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

Length of Leave of Absence	Period of Obligated Employment
44 to 65 workdays	Fifty-two biweekly pay periods
22 to 43 workdays	Twenty-six biweekly pay periods
6 to 21 workdays	Thirteen biweekly pay periods

Section 21. Hospitalization and Medical Care

21.1 Me Too Agreement

Any agreements reached with the American Federation of State, County and Municipal Employees (AFSCME) regarding Hospitalization and Medical Care (Section 21), Dental Care (Section 22), and/or Vision Care (Section 23) shall be extended to this Memorandum of Understanding. The intent of this paragraph is to memorialize a “me-too” agreement regarding medical, dental and vision benefit changes entered into with AFSCME.

21.2 Medical Insurance

(a) Employees Assigned to Work Eighty (80) Hours Per Pay Period:

The County pays eighty-five percent (85%) of the total premium for Kaiser HMO, Blue Shield HMO, or Kaiser High Deductible Health plans (employees pay fifteen percent (15%) of the total premium).

The County pays seventy-five percent (75%) of the total premium for Blue Shield PPO plan (employees pay twenty-five percent (25%) of the total premium).

(b) Employees Occupying Permanent Part-Time Positions Who Work Less Than Eighty (80) Hours Per Pay Period:

For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than

sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the hospital and medical care premiums described above.

For employees occupying permanent part-time positions who work a minimum of sixty (60) but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay eighty-five percent (85%) of the Kaiser High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above.

21.3 Sick Leave Conversion

Unless otherwise provided in this MOU, employees whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for unused sick leave at time of retirement as follows:

(a) Tier 1 Sick Leave

Employees hired prior to April 1, 2011, for each eight (8) hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health, dental, and/or vision coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the County shall not be obligated to contribute in excess of \$675 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay \$675 toward health, dental and/or vision premiums on said employee for a period of 50 months). Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

Employees may increase the number of hours per month to be converted up to a maximum of fifty (50) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e. g., if a worker converts 12 hours at the rate applicable they would be reimbursed \$1012.50 instead of \$675.00). The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

Employees covered by sub-section (a) shall have an amount equal to 1.6% of salary deducted from their paychecks. Effective January 31, 2016, the amount of salary deduction shall be reduced to seventy five one hundredths of one percent (.75%) of salary. To the extent permitted by law, this deduction shall be made on a pre-tax basis. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefit.

The County will provide up to a maximum of 288 hours of sick leave (3 years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188 hours of sick leave to their balance.

Employees covered by Tier 1 Sick Leave will have a one-time irrevocable opportunity to transfer from Tier 1 Sick Leave conversion to Tier 2 Sick Leave conversion prior to April 1, 2011.

(b) Tier 2 Sick Leave

Employees hired after June 30, 2011, for each 8 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health, dental, and/or vision coverage for the

employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the County shall not be obligated to contribute in excess of \$400 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will pay \$400 toward health, dental and/or vision premiums on said employee for a period of 50 months). Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

Employees may increase the number of hours per month to be converted up to a maximum of fifty (50) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e. g., if a worker converts 12 hours at the rate applicable he/she would be reimbursed \$600 instead of \$400). The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

Upon retirement employees with 20 or greater full time equivalent years with San Mateo County, will receive an additional credit of 288 hours of sick leave.

The County will provide up to a maximum of 288 hours of sick leave (3 years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188 hours of sick leave to their balance.

Employees covered by sub-section (b) shall have an amount equal to 1.6% of salary deducted from their paychecks for a full time equivalent of six years. Effective January 31, 2016, the amount of salary deduction shall be reduced to three tenths of one percent (.3%) of salary. To the extent permitted by law, this deduction shall be made on a pre-tax basis. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefit.

Employees hired between April 1, 2011 and July 1, 2011 may elect to be covered by either Tier 1 or Tier 2 Retiree Medical Benefits.

Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

There is no limit or cap on the amount of accrued and unused sick leave that may be converted under this section.

Effective July 1, 2017, the County and Association will reopen this Section 21.3 regarding sick leave conversion; however; meetings pursuant to the reopener shall not exceed three (3) except by mutual agreement, and changes to Section 21.3 of the MOU shall not be made except by mutual agreement.

- 21.4 The surviving spouse of an active employee who dies may, if they elect a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age 55 or over with at least twenty years of continuous service.
- 21.5 The County will include coverage for young adult dependents and domestic partners in the health plans offered by the County. Grandchildren of custodial grandparents are also considered eligible dependents on all health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on documentation which is acceptable to the Health Plan.
- 21.6 The County will continue its practice of calculating employee contributions for health and dental premiums on a pre-tax basis consistent with Section 125 of the IRS Code.

Section 22. Dental Care

The County shall contribute a sum equal to ninety percent (90%) of the premium for the County Plan and the Delta Dental Plan for employees and eligible dependents, including young adult dependents and domestic partners. All employees must participate in one of these plans.

Section 23. Vision Care

The County shall provide Vision care coverage for employees and eligible dependents including young adult dependents and domestic partners. The County will pay the entire premium for this coverage.

Section 24. Change in Employee Benefit Plans

24.1 During the term of the MOU, the County and the Association shall investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure including FSA debit cards. The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

Section 25. Life Insurance

25.1 The County shall provide \$50,000 of life insurance for each employee and \$2000 of life insurance for the employee's spouse and up to a maximum of \$2000 of life insurance for each of the employee's children depending on age. The County shall provide an additional \$110,000 of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

25.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$500,000 for employee, \$250,000 for spouse, and \$10,000 for dependents.

Section 26. Uniform Allowance/Safety Equipment

26.1 Employees in the Sheriff's Office who must provide their own uniform and equipment shall receive \$892.00 per annum in additional compensation to cover the cost of maintaining such uniforms and equipment; such payment shall be made on the regular pay warrant that covers each new employee's date of employment or for current employees, on the pay warrant for the first full pay period of each January. This amount shall be increased by twenty-five dollars (\$25) each year of the 2016 agreement, as follows:

2016: \$917
2017: \$942
2018: \$967
2019: \$992
2020: \$1,017

26.2 The County will provide bulletproof vests to department personnel consistent with departmental general order.

Section 27. Promotion

27.1 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job class may compete.
- (2) General Promotional Examinations: Permanent and probationary employees who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names are on a reemployment list are also eligible provided they had served at least 6 months prior to layoff.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least 6 months prior to layoff.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Veterans' preference shall not apply to promotional examinations.

27.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classes examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classes examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list their name shall be removed from the promotional list and placed on the open competitive eligible list for that class in accordance with their final score.

27.3 Probationary Period

Permanent employees who are promoted to a higher class shall undergo the probationary period prescribed for the higher class, but shall have the right to demote to their former class in their former department if rejected during their probationary period if a vacancy in their former class exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, Countywide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

Section 28. Reallocation of Position

Upon reclassification of filled positions, the Human Resources Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

- (1) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, incumbents may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.
- (3) Upward: The Human Resources Director will grant status to the incumbent when either: 1) there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least 6 months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

Section 29. Change of Assigned Duties

No employee shall be required regularly to perform duties of a position outside of the class to which appointed. However, employees may be assigned temporarily duties outside their classes. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

Section 30. Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if they have worked in such class for 5 consecutive workdays, they shall be entitled to payment for the higher class, as prescribed for promotions in subsection 6.6 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the incumbent's temporary or permanent absence;
- (2) The employee performs the duties regularly performed by the absent incumbent and such duties are clearly not included in the job description of their regular class;
- (3) The temporary assignment to work out of classification which extends beyond twenty working days be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to Human Resources. If Human Resources does not approve pay for work in the higher class which exceeds 20 workdays, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Director whose decision shall be final.

Section 31. Probationary Period

31.1 Probationary employees shall undergo a probationary period of six (6) months unless a longer period is prescribed by the Civil Service Commission for their classes. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Director; however, no probationary period shall exceed twelve (12) months except as stipulated below. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment. Certain positions in the unit may have probation periods established by the Civil Service Commission of eighteen (18) months. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their normal duties, the probation period for the primary job will be extended for the duration of the reassignment. If an employee is in a class that has an eighteen (18) month probation period there shall be no extension.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

31.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a re-employment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to a lower class shall be given permanent appointments in the lower class.

31.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different class than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

31.4 The appointing authority may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 32, except when the employee alleges the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefore, at once. The Human Resources Director may, upon request by an employee rejected during the probationary period, restore their name to the eligible list for that class. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.

31.5 Permanent employees who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred. Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If unsuccessful in the new probationary period, the employee will be terminated from County service. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Director, examinations to demonstrate qualifications may be required before transfers between separate classes can occur.

If a new probationary period is in force, the employee shall have a 28 day window period from the date of transfer to elect to return to their former position. If an employee is rejected at a point beyond the window period and they had prior permanent status, they shall have the right to return to their former department if a vacancy exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, the employee shall be removed from County service.

31.6 Probationary employees who are injured on the job and are off work receiving 4850 pay shall have any time off work in excess of 30 days added to their probation period. If an employee has not completed at least 90 days of service, the probation period will start over when the employee returns to work.

Section 32. Dismissal, Suspension Reduction in Step or Demotion for Cause

The appointing authority may dismiss, suspend, reduce in step or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. An employee may either appeal such dismissal, suspension or demotion to the Civil Service Commission or file a grievance in accordance with subsection 33.2. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. Grievances filed in accordance with subsection 33.2 must be filed within fourteen calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Human Resources Director within 14 calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 33.2 of this MOU. A permanent classified employee may be dismissed, suspended or demoted for cause only.

Section 33. Grievance Procedures

33.1 Grievance

A grievance is defined as any dispute which involves the interpretation or application of any provision of this MOU, excluding those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions shall not be subject to the grievance procedure.

33.2 Grievant

The grievant is defined as the Association or the affected employee. The Association or any employee may file a grievance.

33.3 Grievance Process

The grievance must be filed at either Step 1 or Step 2 within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance or within fourteen (14) calendar days if grieving a demotion, suspension or dismissal from employment. The grievant shall state the grievance in writing and the resolution desired.

Step 1. Department Head or Designee

The grievant may discuss the complaint with the department head or designee. The department head or designee shall provide the grievant a written or oral response within fourteen (14) calendar days from the grievance meeting. If the grievance is not resolved the grievant may move the grievance to Step 2 within fourteen (14) calendar days from issuance of the written or oral response from the department head or designee. However, all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director. If the department head or designee does not provide a written or oral response within the fourteen (14) calendar day timeline, then the grievant may advance the grievance to Step 2.

Step 2. Human Resources Director

Any employee or official of the Association may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within fourteen (14) calendar days of the written or oral response of the department head or designee as described in Step 1. If the grievant did not file a Step 1 grievance but instead proceeded directly to Step 2, then such notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance. Any grievances involving demotion, suspension or dismissal must be received within fourteen (14) calendar days of the above specified action. If appropriate, the parties will then schedule a grievance meeting. The Human Resources Director or designee, who in the case of a grievance alleging discrimination shall be the Equal Employment Manager, shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary. If the grievance is not resolved to the satisfaction of the grievant, then the Association may move the grievance to Step 3 within fourteen (14) calendar days from the issuance of the written response from the Human Resources Director or designee. No grievance may be processed under Step 3 which has not first been filed and investigated in accordance with Step 2.

Step 3. Arbitration

Either the Association or the County may require that the grievance be referred to an impartial arbitrator, if the moving party notifies the other in writing of its desire to arbitrate within fourteen (14) calendar days of the issuance of the Step 2 response. Only the Association or the County may maintain the grievance before the arbitrator. The grievance shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by the Association and the County. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

33.4 Scope of Arbitration Decisions

- (a) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.
- (b) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 33.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. The arbitrator shall not have the power to amend or modify this MOU or written agreements or to establish any new terms or conditions of employment.
- (d) If the Human Resources Director or an arbitrator resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- (e) If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission that it follow the award.

- (f) No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Association.

33.5 Compensation Complaints

Complaints involving or concerning payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the MOU. No adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

33.6 County Charter and Civil Service Commission

- (a) The provisions of this section shall not abridge any rights to which an employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter, may be within the sole province and discretion of the Civil Service Commission.
- (b) All grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under Step 2 of subsection 33.3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- (c) No action under Section 33.3 Step 2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.

33.7 Involuntary Transfers for the Alleged Purpose of Punishment

Any sworn peace officer in the Sheriff's Department who believes they have been subjected to a transfer for the purpose of punishment may appeal said transfer through the chain of command to the Sheriff (or, in cases where the Sheriff has been personally involved, to the Human Resources Director or designee). In cases where the transfer involves a loss of compensation, they shall have the option of appealing either to the Sheriff or to an ad hoc panel as described hereafter. All such appeals shall be filed, in writing, within five calendar days after the date of transfer. The following procedure shall apply:

Step 1. Human Resources Department

The employee or any official of the Association shall notify Employee Relations in writing of the alleged punitive transfer. Employee Relations shall have thirty-five (35) calendar days after the meeting in which to investigate and resolve the dispute informally. No appeal may be processed under Step 2 below which has not first been filed and investigated in accordance with Step 1.

Step 2. Advisory Panel

If the parties are unable to satisfactorily resolve the dispute, the employee may have the appeal submitted to a three (3) member panel comprised of two (2) members of the Civil Service Commission and one (1) individual who is not a Commission member. This panel will be charged with the responsibility of making findings of fact and recommendations in connection with the employee's appeal for presentation to the Sheriff and the Human Resources Director. Such recommendations shall be advisory in nature. If the employee elects to have their appeal heard before such a panel, the employee shall choose one (1) Civil Service Commissioner and the Sheriff shall choose a second Commissioner. These two (2) members shall

select a third member of the panel, who shall be the panel's chairperson and cannot be a member of the Civil Service Commission. If the two (2) commissioners selected by the employee and the Sheriff cannot agree on a third member, the Human Resources Director shall choose the third member.

Upon conclusion of its hearing the panel shall present its finding of fact and recommendations to the Human Resources Director and Sheriff. If the Sheriff and Director reject the panel recommendation they must so inform the employee, with reasons in writing. Any decision reached by the Sheriff and the Human Resources Director shall be final.

Section 34. Retirement Plan

34.1 Retirement Plan

(a) Employees Hired Before January 8, 2012

Effective January 2, 2005, the County implemented the 3% @ 50 retirement enhancement (Government Code section 31664.1) for employees in Plans 1, 2 or 4. The one year final average compensation for participants in the safety retirement Plan 1 or 2 will be calculated in accordance with Government Code section 31462.1. For those participants in the safety retirement Plan 4 in accordance with Government Code section 31462.

The enhancement will apply to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31664.1 had been in effect during the time period specified in the resolution adopting section 31664.1, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:

- Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.
- Employees with 5 to 15 years of County service will contribute 3.5%.
- Employees with 0 to 5 years of County service will contribute 3%.

(b) Employees Hired on or after January 8, 2012 through December 31, 2012

Effective January 8, 2012, the County implemented the 3% @55 retirement enhancement (Government Code 31664.2) for employees in Plan 5. For those participants in the safety retirement Plan 5, their three year final average compensation will be calculated in accordance with Government Code section 31462.

The enhancement will apply to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31664.2 had been in effect during the time period specified in the resolution adopting section 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall

contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:

- Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.
- Employees with 5 to 15 years of County service will contribute 3.5%.
- Employees with 0 to 5 years of County service will contribute 3%.

(c) Employees hired on or after January 1, 2013

Employees hired on or after January 1, 2013 will be placed by SamCERA into Plan 5 or Plan 7 (2.7% @57) (Government Code section 7522.25) depending upon their eligibility.

Plan 5: Employees who are placed in Plan 5 by SamCERA will be subject to the applicable provisions of sections 34.1 (b) and 34.2.

Plan 7: Employees who are placed in Plan 7 by SamCERA will not be subject any provisions in sections 34.1 (b) or 34.2. The County will not make any contributions toward the employees' required contribution to the Retirement System for Plan 7 members.

34.2 Retirement COLA

All employees subject to this MOU hired on or after January 8, 2012 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective the first full pay period in July of 2016, all employees, regardless of plan or hire date, will pay a COLA cost share equal to fifty percent (50%) of the retirement COLA costs as determined by SamCERA. Plan 7 members do not pay a separate retirement COLA cost share as the Plan 7 COLA costs are part of the Plan 7 contributions.

In recognition of the additional employee contribution to retirement COLA, effective January 31, 2016 and for the term of this Agreement, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 4 will receive one and nine-tenths percent (1.9%) Safety Longevity Pay; and employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 1 or Tier 2 will receive three and fifteen one hundredths percent (3.15%) Safety Longevity Pay.

Section 35. Deferred Compensation Plan- Automatic Enrollment for New Employees

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Section 36. Bereavement Leave

The County will provide up to two (2) days paid bereavement leave upon the death of an employee's parents, spouse, domestic partner, child, or step-child.

In addition, employees may utilize accrued sick leave pursuant to Section 19.2-4.

Section 37. No Strike

The Association, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel of operations of management or of employees not covered by this MOU.

Section 38. Severability of Provisions

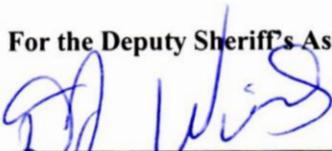
If any provision of this MOU is declared illegal or unenforceable by a court of competent jurisdiction, that provision shall be null and void but such nullification shall not affect any other provision of the MOU, all of which other provisions shall remain in full force and effect.

Section 39. Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.

Made and entered into December 21, 2015

For the Deputy Sheriff's Association:



David Wozniak, DSA President



Michael W. Jarvis, Mastagni Law

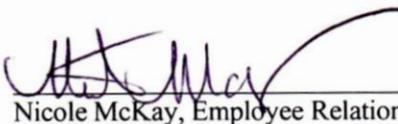
For the County:



John Maltbie, County Manager



Donna Vaillancourt, Human Resources Director



Nicole McKay, Employee Relations Manager

EXHIBIT B

1. Employees assigned to the following assignments shall be paid the hourly equivalent rate of one step in the salary range in addition to all other compensation. After the completion of two (2) years of service in the following assignments such employees shall receive two (2) steps in addition to all other compensation.

ASSIGNMENTS	STEP 1	STEP 2
All Detective Assignments	X	X
Personnel Services	X	X
Training	X	X
County-wide Security	X	X
Transportation Desk Officer	X	
Jail Management System (JMS)	X	X
Classification	X	X
Civil	X	X
HIDTA/NCRIC	X	X
Bomb	X	X

2. Deputy Sheriffs and Correctional Officers assigned to Training Officer work shall be paid at the hourly equivalent rate of one (1) step in addition to all other compensation. Such compensation shall be paid only while the individual is actually assigned a trainee.
3. Incumbents in other assignments deemed appropriate by the Sheriff shall be paid at the hourly equivalent rate of one (1) step in addition to all other compensation. Should the Sheriff determine that the additional compensation for these other assignments is no longer warranted; the Sheriff's Office shall give advance notice to the Association to meet and confer on this subject matter.
4. Employees in the class of District Attorney's Inspector shall receive Six Dollars (\$6.00) per biweekly pay period.
5. The Sheriff's Office will advertise these assignments when they become available so that all staff have an opportunity to express their interest and be considered. In advertising assignments, the Sheriff's Office will list those criteria that they find desirable and which will be considered in making selections for these assignments.

Side Letter Agreement Re: Work Shifts and Assignments:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of January 31, 2016, through January 9, 2021.

1. Work Shifts and Assignments

- a. Work shifts are subject to modification by the Sheriff should economic or staffing contingencies dictate revisions, or in the case of an emergency. Should the Sheriff desire to effect a change they shall give advance written notice to the Association of the proposed change(s), the reason(s) therefore, the proposed schedule(s), and shall provide a reasonable opportunity to discuss such change(s) prior to implementation.

Currently, the shifts and hours of work are as follows:

- Court Services - the 5 x 8 work schedule.
- Detention and Custody Division, and Patrol - the Twelve (12) work schedule
- Training Bureau, Detective, Bureau of Professional Standards, School Resource Unit (SRU)/ Community Policing Unit (CPU), Civil Bureau, Admin Classification, and Transportation - the 4x10 work schedule

- b. Employees assigned to the Patrol Division shall be allowed to continue to bid for their work shift assignment, in the same manner as in presently practiced, described as follows:

1. Seniority

For the purposes of bidding for vacations, shifts (excluding the Detention Division), on call and overtime signups shall be based on classification seniority. For the purpose of this section, classification seniority is defined as time in class plus higher class.

2. Deputy Shift Bids

Deputies shall bid annually during the month of January for their shifts within their assignment based on time in classification plus higher classification.

3. Detention Division Shift Bid

Employees assigned to the Detention Division shall bid annually during the month of January for their shifts based on cumulative time in the classification of Correctional Officer, Deputy Sheriff and higher classifications.

Such selection shall occur at least annually and normally on January 1 of each year.

- c. The above procedure shall also be used for those employees assigned to the Detention and Custody Division and shall be applied within each facility in that division.

2. No written transfer policy exists at present and the Sheriff agrees not to implement a written transfer policy during the term of the MOU without the agreement of the Association. As a matter of policy, however, employees shall be given two weeks' notice of a permanent transfer

between divisions except in cases of emergency.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

APPROVED AND ACCEPTED:

FOR THE COUNTY

FOR THE ASSOCIATION

Michelle Fisher

Michelle F.

Date: 12/15/16

Date: 12/15/16

**SUPPLEMENTAL AGREEMENT
BETWEEN
SAN MATEO SHERIFF'S OFFICE
AND
THE DEPUTY SHERIFF'S ASSOCIATION**

The Sheriff's Department and Association agree to the use of extra help former San Mateo County Deputy Sheriffs as follows:

"Their primary need/use is as bailiffs when the incumbent deputies are off on vacation or disability. They will also be used for pro tems. In addition, they will work the fourth floor holding area (however, we will continue to utilize this position for suitable deputies who have a need for temporary light duty) and sick calls in transportation/court security after reasonable attempts to offer the overtime to full-time sheriff's deputies have failed. When extra help deputies have worked 960 hours during a fiscal year they will no longer be utilized until they become eligible again, the next fiscal year."

Should circumstance arise (other than a declared emergency or a one-time use) where the Sheriff's Office wants to expand or change the above, it shall give advance notice to the Association of any such proposed change and the Sheriff's Office will satisfy its obligation to meet and confer with the Union on this subject matter.

Letter of Understanding Between
San Mateo County and Deputy Sheriffs Association
Re: K-9 Unit Compensation

The following letter summarizes the parties' understanding regarding K-9 Unit Compensation.

Employees who are assigned to the K-9 Unit are entitled to compensation for the off-duty hours spent caring, grooming, feeding and one-on-one non-formal training of their canine and maintaining their canine vehicle/unit. To receive such compensation, deputy sheriffs assigned to the K-9 Unit must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties. The hours in this agreement were determined after an actual inquiry by the deputy sheriffs and the Deputy Sheriff's Association. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned to the K-9 Unit shall be paid an additional 5.74% of salary per month which is compensation for 15.21 hours per month (3.5 hours per calendar week) for off-duty K-9 Unit duties. (It is the intent of the parties that the regular rate of pay for these off-duty canine duties, determined for each canine deputy sheriff by dividing the K-9 pay of 5.74% of salary in a pay period by 7 hours of off-duty canine activities per pay period and then dividing that amount by 1.5, will meet or exceed County, State and Federal minimum wage). This compensation compensates the K-9 Unit for the reasonable number of hours (determined after an actual inquiry of the K-9 Unit) per month which the canine deputy sheriff spends feeding, grooming and caring for the dog which has been assigned to the deputy sheriff as well as training the dog and maintaining the canine vehicle/unit off duty. The parties agree that the foregoing compensation is intended to compensate the canine deputy sheriff for off-duty canine activities on an overtime basis at one and one half times the deputy sheriff's regular canine rate for canine duties. It is expected that K-9 Unit will not work more than 15.21 hours per month performing off duty canine duties as described herein.

Employees assigned to the K-9 Unit who must take their canine to the veterinarian in an emergency shall submit a written request to the Sheriff or the Sheriff's assigned designee for additional compensation for the hours spent performing such work. Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the deputy sheriff's control. In addition, if a canine deputy sheriff will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed unless the additional work is an emergency beyond the deputy sheriff's control. Any additional compensation for emergency veterinarian visits or other duties which result in a substantial increase in the normal off-duty hours worked for that month shall be at compensated at time and one half the employee's

Deputy Sheriff (non-K9) regular rate of pay. Call-Back Pay in accordance with Section 11 of the MOU between the parties shall apply to emergency veterinarian visits that occur. Routine veterinary visits by employees must occur on duty or on flex time with advance supervisory approval.

Effective July 1, 2016, employees who are assigned to the K-9 Unit shall receive one hundred and fifty dollars (\$150) each month for the purchase of dog food, bedding and other dog supplies. Each month the Lieutenant in charge of the K-9 unit shall submit a memo to the fiscal department listing the active employees in the unit, who will in turn issue payment to each K-9 unit employee. Each July for the duration of the current MOU the amount for K-9 food and supplies will be increased by five dollars (\$5).

Employees assigned to the K-9 Unit who receive advance approval for boarding of their dog shall be reimbursed for boarding expenses for the approved vendor and approved time of boarding.

APPROVED AND ACCEPTED:

Date: 12/15/16

FOR THE COUNTY

Michelle Fuhr

FOR THE ASSOCIATION

Michelle