

# Memorandum of Understanding

between

**County of San Mateo**

and

**Organization of Sheriff's Sergeants**

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**April 24, 2016 - April 4, 2021**

**ORGANIZATION OF SHERIFF'S SERGEANTS**  
**Memorandum of Understanding**  
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## **MEMORANDUM OF UNDERSTANDING**

The Organization of Sheriff's Sergeants 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-Milius-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 April 24, 2016 through April 4, 2021.

### **Section 1. Recognition**

The Recognized Employee Organization, hereinafter referred to as the "Organization", is the recognized employee organization for the Organization of Sheriff's Sergeants Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

### **Section 2. Dues Deductions**

2.1 The Organization may have the regular dues of its members within the representation unit deducted from employees' pay checks 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.

#### **2.2 Hold Harmless**

The Organization 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 this union security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney's fees and costs.

### **Section 3. Organization Representatives**

County employees who are official representatives of the Organization 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. Such representatives shall submit written requests for excused absences to Employee Relations at least two working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three at any

one time. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

#### **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 exercise of County rights does not preclude employees or the Organization from consulting or raising grievances on decisions, which affect wages, hours and other terms and conditions of employment.

In the event of a change in the terms and conditions of employment, including changes to terms and conditions expressed in the County Ordinance Code, the Organization will be provided advance notice of the proposed changes and afforded the opportunity to meet and confer prior to implementation of the change.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Organization, 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 Organization, 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**

The full time biweekly salary effective the pay period in which the Board of Supervisors approves this successor MOU for the class of Sergeant is:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Salary</b>	\$4009.60	\$4239.20	\$4482.40	\$4739.20	\$5011.20

The full time biweekly salary effective the pay period in which the Board of Supervisors approves this successor MOU for the class of Senior District Attorney Inspector is:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Salary</b>	\$4571.20	\$4833.60	\$5110.40	\$5404.00	\$5713.60

Effective at the start of the first pay period in January of 2016, the salary range for Sergeants will be adjusted to be 15% higher than the salary range for the classification of Deputy Sheriff and the salary range for Senior District Attorney Inspectors shall be adjusted by the same percentage as the increase for Deputy Sheriffs. These adjustments will be made after the salary survey for the classification of Deputy Sheriff is completed in April of each year. The adjustment will be retroactive to the first pay period in January 2016.

Effective the pay period in which the Board of Supervisors approves this successor MOU, and at the start of the first pay period in January of each year thereafter, the salary range for Sergeants will be adjusted to be 20% higher than the salary range for the classification of Deputy Sheriff, and the salary range for Senior District Attorney Inspectors will be adjusted to be 10.74% higher than the salary range for the classification of District Attorney Inspectors (Note: both adjustments are calculated to be 5% higher than the difference between the classifications as of the date of this agreement to provide a 5% offset for the elimination of the employer paid member contribution to retirement). These adjustments will be made after the salary survey for the classification of Deputy Sheriff is completed in April of each year. The adjustment will be retroactive to the first pay period in January.

In addition to the salary provisions described above, employees in the classifications of Sergeant and Senior District Attorney Inspector shall receive experience pay at the following rates:

2% at the beginning of the 12<sup>th</sup> year

3% at the beginning of the 15<sup>th</sup> year

4% at the beginning of the 18<sup>th</sup> year

5% at the beginning of the 20<sup>th</sup> year

Such experience pay shall be paid biweekly, beginning on the first full pay period after the above periods of service with the County of San Mateo. Qualifying experience shall be 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 biweekly, beginning on the first full pay period after the above periods of service. 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.

#### **Section 7. Days and Hours of Work**

The standard work shift for employees occupying full-time positions in this unit consists of 40 hours in a 7-day period unless otherwise specified by the Board of Supervisors. For

employees working twelve-hour shifts the standard work period consists of 168 hours in a 28-day period. 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.

## **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 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. The employee has the choice of selecting monetary payment or time off. For employees working a twelve-hour shift, 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 purposes 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 on Wednesday but either has previously signed up for 8 hours of voluntary overtime for that day, or is called at home and 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.

### **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 his or her 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.
- 9.3 Employees not in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours. Employees in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of 2 hours.

### **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 A of this Memorandum, and/or
- (3) eligible for and receiving Career Incentive Allowance for Law Enforcement Officers as provided in Section 12,

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 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 he/she 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 the pay period in which the Board of Supervisors approves this successor MOU, employees shall be paid an hourly rate of four dollars and forty four cents (\$4.40) for time in which they are required to be in an on-call status. Employees receiving call-back 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 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 3 hours. Hours worked contiguous with the employee's regular shift shall not be subject to call back pay.

#### **Section 12. Career Incentive Allowance for Law Enforcement Officers**

Employees in the unit 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.

#### **Section 13. Severance Pay**

If an employee's position is abolished and he/she is unable to displace another County employee as provided in the Civil Service Rules, he/she shall receive reimbursement of 50% of the cash value of his/her unused sick leave; provided that such employee shall be eligible for reimbursement only if he/she remains in the service of the County until his/her 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 14. Bilingual Pay**

A salary differential of Forty Dollars (\$40.00) biweekly shall be paid incumbents of 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.

#### **Section 15. 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 the San Mateo County Ordinance Code Section 2.71.130.

#### **Section 16. Holidays**

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 this Section, 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.

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.

County Holidays:

- (1) January 1 (New Year's 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.

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.

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, he/she 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 his/her 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.

## **Section 17. Hospitalization and Medical Care**

### **17.1 Medical Insurance:**

#### **(a) Regular 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 (75%) of the total premium for Blue Shield PPO plan (employees pay twenty-five percent (25%) of the total premium).

#### **(b) Regular Employees Assigned to Work Less Than Eighty (80) Hours Per Pay Period:**

For employees occupying permanent part-time positions, who work a minimum of 40, but less than 60 hours in a biweekly pay period, the County will pay one-half of the hospital and medical care premiums described above.

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

#### **(c) Cadillac Tax Reopener:**

After July 1, 2017, the County may reopen with the Association to meet and confer regarding payment of "the Cadillac Tax" as described in the Affordable Care Act.

#### **(d) General ACA Reopener:**

Upon request from the County, the parties will reopen Section 15 during the term of the agreement if necessary to address changes required under the ACA.

### **17.2 Sick Leave Conversion:**

Unless otherwise provided in this MOU, employees whose employment with the County is severed by reason of retirement on or after October 8, 2006, shall be reimbursed by the County for unused sick leave at time of retirement as follows:

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 \$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.

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

- 17.3 Employees covered by this MOU shall have an amount equal to 0.5% of salary deducted from their paychecks. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefits described in 15.2 above.
- 17.4 Effective July 10, 2011, existing employees who promote into the Sergeant classification will bring forward the retiree health benefits that they had as a Deputy Sheriff. Additionally, if the existing employees in the \$400 for 8 hours of unused sick leave plan retiree with 20 or more years of service with San Mateo County, they will receive an additional credit of 288 hours of sick leave. If the employee elected to remain in the \$675 for each 8 hours of unused sick leave plan as a Deputy Sheriff, once promoted to a Sergeant, their cost share will be reduced to 0.5%.
- 17.5 Employees hired after April 10, 2016, 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.

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.

- 17.6 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.
- 17.7 The surviving spouse of an active employee who dies may, if he/she elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age 50 or over with at least twenty years of continuous service.
- 17.8 The County will include coverage for young adult dependents and domestic partners in the health plans offered by the County.
- 17.9 The parties agree that benefit changes during the term of this MOU will be governed by any agreements reached with AFSCME regarding Hospitalization and Medical Care (AFSCME Section 21), Dental Care (AFSCME Section 22), and/or Vision Care (AFSCME Section 23) and that such changes 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 benefits changes entered into with AFSCME.

#### 17.10 Out of Area

Retirees who live in areas where neither Kaiser nor Blue Shield coverage is available, and who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected either:

- 1) At the time of retirement, or
- 2) During the annual open enrollment period for the County's health plans, provided the retiree has been continuously enrolled in one of the County's health plans at the time of the switch to this option.

Payment to the retiree will require the submission to the County of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to County payment of health premiums may also select the option of enrollment in an alternate health plan in the area of residence provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period rather than at the time of retirement s/he must have had continuous enrollment in a County-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County-offered health plan during a subsequent open enrollment period.

It is understood that the County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in this subsection. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

### **Section 18. Dental Care**

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

### **Section 19. 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 20. Change in Employee Benefit Plans**

During the term of the MOU, the County and Organization 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 21. Retirement Contributions**

Effective the pay period in which the Board of Supervisors approves this successor MOU, the employer paid member contribution will be eliminated.

To offset the elimination of the employer paid member contribution to retirement, employees will receive a 5% adjustment as reflected in Section 6 of the MOU entitled "Salaries".

## **Section 22. Retirement**

### **22.1 For employees hired prior to July 10, 2011:**

The County implemented the 3% @ 50 retirement benefit consistent with Government Code section 31664.1 effective January 1, 2005 for employees in Plans 1, 2 or 4.

The enhancement applies to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisors' authority under to 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 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. Employees will share in the cost of the enhanced retirement benefits as follows: a contribution of an additional 5% total compensation earnable as defined in SamCERA regulation.

- This additional contribution will not be reduced by any employer pick-up.
- These cost sharing contributions will not be reduced for employees with 30-years of service.

### **22.2 For employees hired on or after July 10, 2011 and before January 1, 2013:**

All new employees hired or rehired on or after July 10, 2011 and before January 1, 2013, the retirement benefit options shall be:

**Plan 5:** 3% @ 55 (Plan 5) safety retirement benefit consistent with Government Code section 31664.2. Those new employees electing Plan 5 shall contribute an additional 4% of compensation earnable as set forth in paragraph (3) below.

**Plan 6:** 2% @ 50 safety retirement benefit consistent with Government Code section 31664. Those safety employees electing **Plan 6** will not pay the contributions set forth in paragraph (c) below.

- a. Any new employee failing to make an election within 60 days from date of hire shall be deemed to have elected **Plan 6** with the 2% @ 50 safety retirement benefit

consistent with Government Code section 31664.

- b. All elections are permanent decisions and shall be irrevocable after 60 days from the date of hire. Any employee who has elected, or is deemed to have elected, a benefit plan and who terminates his or her employment and is later reemployed shall not be entitled to change his or her election upon that reemployment.
- c. For all safety members in **Plan 5** with benefits under Government Code section 31664.2 which are applicable to all safety service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section 31678.2(a), 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 section 31664.2 had been in effect during the time period specified in the resolution adopting 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. These employees will share in the cost of such retirement benefits by contributing an additional 4% total of compensation earnable as defined in SamCERA regulations.
  - This additional contribution will not be reduced by any employer pick-up.
  - These cost sharing contributions will not be reduced for employees with 30-years of service.

**22.3 For employees hired on or after January 1, 2013:**

Employees hired on or after January 1, 2013 who are placed in **Plan 7** (2.7% @ 57) by SamCERA are not subject to the provisions in section 20.2.

Employees hired on or after January 1, 2013 who are placed in Plan 5 or Plan 6 by SamCERA will be subject to the applicable provisions of section 20.2.

- 22.4 All employees subject to this MOU hired on or after July 10, 2011 will pay up to fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. Effective July 3, 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 the 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 the pay period in which the Board of Supervisors approves this successor MOU, employees in the classifications of Sheriff's Sergeant and Senior District Attorney Inspector hired by the County of San Mateo into Retirement Tier 4 will receive two percent (2%) Safety Longevity Pay; and employees in the classifications of Sheriff's Sergeant and Senior District Attorney Inspector hired by the County of San Mateo into Retirement Tier 1 or Tier 2 will receive three and one quarter percent (3.25%) Safety Longevity Pay.

**22.5 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 the pay period in which the Board of Supervisors approves this

successor MOU, 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 he or she chooses 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 23. Life Insurance**

- 23.1 The County shall provide \$35,000 of life insurance for each employee and \$500 of life insurance for the employee's spouse and up to a maximum of \$500 of life insurance for each of the employee's children depending on age. The County shall provide an additional \$5,000 of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

Effective the calendar month following Board approval, the County shall provide \$50,000 of life insurance for each employee and \$2,000 of life insurance for the employee's spouse and up to a maximum of \$2,000 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.

- 23.2 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 24. Long Term Disability Insurance**

The County shall continue to provide its present long term income protection plan for permanent employees at no cost; provided, however, that in order to be eligible, employees must have been employed by the County for 3 or more years. The maximum monthly salary cap is \$2000. For new benefits claims occurring after October 16, 1999 the maximum monthly salary cap is \$2400. The County will extend coverage to all otherwise qualified permanent employees. Benefits for psychiatric disabilities that result from stress, depression or other life events are restricted to 2 years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of 65. For disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of 6 full months from the date of the disability's onset. The onset date shall be defined, as the first workday the employee was unable to work.

### **Section 25. Uniform Allowance**

Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive \$892 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 regular pay warrant for the first full pay period of each January.

This amount shall be increased by twenty-five (\$25) each year of the 2016 agreement, as

follows:

2016: \$917  
2017: \$942  
2018: \$967  
2019: \$992  
2020: \$1017

#### **Section 26. 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 he/she has worked in such class for 5 consecutive workdays, he/she shall be entitled to payment for the higher class, as prescribed for promotions in the County Ordinance Code, 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 his/her 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 the Human Resources Department. 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 27. Grievances**

- 27.1 A grievance is any dispute, which involves the interpretation or application of any provision of this MOU.
- 27.2 Any employee or official of the Organization 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 28 calendar days from the date of the employee's knowledge of the alleged grievance. The Employee Relations Unit will review the matter at issue and make a recommendation to the Sheriff concerning resolution. The decision of the Sheriff, if not satisfactory, may be appealed to the County Manager whose decision shall be final. Nothing in this Section shall abridge rights afforded under the Peace Officers Bill of Rights.
- 27.3 No Strike

The Organization, 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 Organization 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.

27.4 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) No action under section 25.2 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.

**Section 28. Separability 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 29. Past Practices**

Continuance of working conditions and benefits not specifically authorized by this MOU or by the Civil Service Rules or the Personnel Sections of the County Ordinance Code is not guaranteed by this MOU.

Made and entered into this.

**For the Employee Organization**

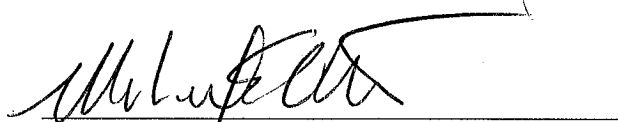
**For the County of San Mateo**



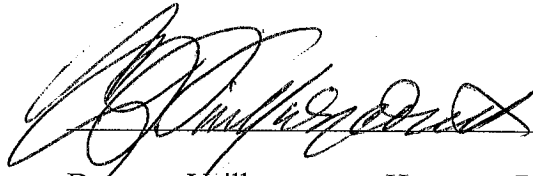
Sergeant Dan Guiney, OSS President



John Maltbie, County Manager



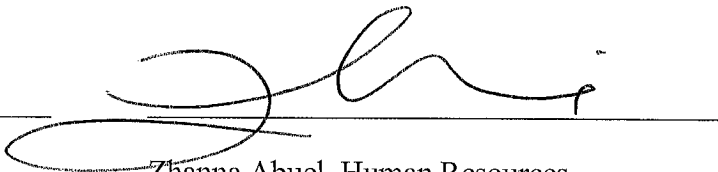
Sergeant Mike Otte, OSS



Donna Vaillancourt, Human Resources  
Director

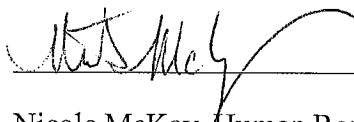


Sergeant Dennis Loubal, OSS



Zhanna Abuel, Human Resources

Employee Relations Analyst



Nicole McKay, Human Resources

Employee and Labor Relations Manager

**Exhibit A**

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 years of service in an investigative capacity or the following applicable assignments, such employees shall receive two steps in addition to all other compensation.

2.

ASSIGNMENTS	STEP 1	STEP 2
All Detective Assignments	X	X
Personnel Services	X	X
Training	X	X
County-wide Security	X	X
Civil	X	X
Administrative Classification Sergeant	X	X
Emergency Services Bureau Sergeant	X	
Bomb	X	X

3. Sergeants assigned to Training Officer work as an FTO or JTO Sergeant shall be paid at the hourly equivalent rate of one step in addition to all other compensation. Such compensation shall be paid only while their subordinate staff are assigned trainees.
4. Incumbents in other assignments deemed appropriate by the Sheriff shall be paid at the hourly equivalent rate of one 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 Organization.
5. Effective February 25, 2007, compensatory overtime accrual shall be increased from the current maximum amount of eighty (80) hours to ninety-six (96) hours.
6. K-9 Unit: In the event the Sheriff assigns a department canine to a Sergeant, the Sergeant will be entitled to the terms and conditions described in the Letter of Understanding between the County and the Deputy Sheriffs' Association Re: K-9 Unit Compensation for off-duty hours spent caring, feeding, and one-on-one non-formal training of the canine.
7. Transfer Policy: The parties agree to meet and confer over the Department's Transfer Policy covering transfer between assignments within six (6) months of the Board of Supervisor's approval of this successor MOU.