

TENTATIVE AGREEMENT
Between County of San Mateo and
Organization of Sheriff's Sergeants
Re: Revision to Section 8

The County of San Mateo ("County") and the Organization of Sheriff's Sergeants (OSS) tentatively agree to the changes reflected herein to Section 8 of the Memorandum of Understanding (MOU) between the County and DSA. This agreement only applies to OSS represented employees who work in the Sheriff's Office.

Effective upon the San Mateo County Board of Supervisors' adoption of this agreement, "Section 8" of the MOU between the County and the DSA will be amended as follows:

Section 8. Overtime

8.1 Authorization

Overtime-eligible employees are not permitted to work overtime except as provided for in their MOU, as directed and authorized by their supervisor, or in case of emergency, as determined by the agency. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working.

Regardless of whether overtime has been authorized by a supervisor, all overtime work must be accurately reported in six-minute increments. Supervisors may not dissuade, discourage, prevent or otherwise reject the accurate reporting of overtime work – regardless of whether the overtime was authorized in advance.

8.2 Definition

Pursuant to Section 7(k) of the FLSA, the County has established a twenty-eight (28) day regularly recurring work period for all law enforcement personnel.

Except for employees regularly assigned to work 12-hour shifts, contractual overtime shall be defined as any authorized time worked in excess of forty (40) hours worked within a seven (7) day workweek, which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m., 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 regularly assigned to work 12-hour shifts, contractual overtime shall be defined as hours worked in excess of eighty-four (84) hours in a 14-day, County-established pay period.

Effective the pay period following the Board of Supervisors approval of this tentative agreement and in place only through June 22, 2024, any authorized overtime hours worked by Sheriff's Sergeants above nine (9) hours of overtime in a week paid at the traditional rate of time and a half, shall be compensable at the rate of two times per hour worked whether compensated by monetary payment or by the granting of compensatory time off. All of the eligibility rules for overtime compensation detailed in Section 8 of this MOU apply to this paragraph. Effective June 23, 2024, the temporary agreement detailed in this paragraph will end.

For purposes of determining eligibility for contractual overtime compensation, any absence with pay, except sick leave, shall be considered as time worked.

Sick leave will be considered as time worked for the purpose of contractual overtime 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 within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.
- 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 within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.

Sick leave will not be considered as time worked under other circumstances. 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 a seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), shall not be considered as time worked for the purposes of eligibility for overtime compensation.

The smallest increment of working time that may be credited as overtime is six (6) minutes. Portions of six (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 Compensatory Time Off (CTO)

A non-exempt employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if the employee's supervisor agrees prior to overtime work being performed.

CTO accrues at the rate of one and one-half (1.5) hours for each hour of overtime worked. CTO cannot be accumulated in excess of ninety-six (96) hours at any given time. CTO which accrues in excess of ninety-six (96) 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 County will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee makes the request in writing to the supervisor no later than five (5) days prior to the date requested. If the employee does not provide five (5) days' notice, or if the department cannot accommodate the time off, the County will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.

The County reserves the right to cash out accumulated CTO at any time at the employee's current FLSA regular rate of pay.

Employees separating from County service will be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay, or the average regular rate for the prior three (3) years, whichever is higher.

The smallest increment of CTO which may be taken off is six (6) minutes.

SO AGREED:

FOR THE COUNTY:

FOR OSS:

Michelle Kuka / Michelle Kuka
(Signature / Printed Name)

Jeffrey Carr / JEFFREY CARR
(Signature / Printed Name)

Dated: 12/6/2023

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