

TENTATIVE AGREEMENT
Between County of San Mateo and
Deputy Sheriffs Association
Re: Revision to Section 8

The County of San Mateo ("County") and the Deputy Sheriffs Association (DSA) tentatively agree to the changes reflected herein to Section 8 of the Memorandum of Understanding (MOU) between the County and DSA. These changes only apply to DSA 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

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 forty (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 one hundred sixty-eight (168) hours in a twenty-eight (28) day 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 worked by Sheriff's Office employees above nine (9) hours of overtime paid at the traditional rate of time and a half in a week, shall be compensable at the rate of two times the hours worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable in the traditional manner at the rate of one and a half times per overtime hour worked whether compensated by monetary payment or by the granting of compensatory time off. Any overtime hours paid at straight time do not count towards the first 9 hours of overtime. 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 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.

8.3 Compensatory Time Off (CTO)

Effective the first full pay period following Association ratification and Board of Supervisors' adoption of a successor MOU in 2022, the maximum compensatory time off accrual shall be ninety-six (96) hours.

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 smallest increment of CTO which may be taken off is 6 minutes.

SO AGREED:

FOR THE COUNTY:

Michelle Kuka / Michelle Kuka
(Signature / Printed Name)

Dated: 12/6/2023

FOR DSA:

Carlos Tapia / C-T.
(Signature / Printed Name)

Dated: 12/05/23