

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
ORGANIZATION OF SHERIFFS' SERGEANTS
RE: SUCCESSOR MOU


The following document contains Tentative the Agreement between the County of San Mateo ("County") and the Organization of Sheriffs' Sergeants ("Association") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Association and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Association.

Upon Association ratification and Board approval, this Agreement will amend the MOU between the parties dated October 8, 2006 – April 10, 2016.

The amended MOU shall supersede the Memoranda of Understanding expiring on April 10, 2016. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY



Date: 3-22-16

Approved:

FOR THE ASSOCIATION



Date: 3/22/16

Ratified:

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1. TERM: *Five year term.*

Preface: 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-Milias-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 ~~October 7, 2006, and ending April 10, 2016~~ April 10, 2016 through the last day of the first pay period partially or fully falling in April 2021.

2. NO DISCRIMINATION: *Clean up.*

Section 5. No Discrimination: There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, ~~or 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.

3. SALARY: (Section 6) *EPMC Offset and remove expired retirement incentive at end of Section*

Effective at the start of the first pay period in January of ~~each year~~ 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~~ 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 ~~15%~~ 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

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~~for the elimination of the employer paid member contribution to retirement) 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.

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 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 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.

~~Retirement Incentive: Any employee who submits an irrevocable application for retirement at any time prior to March 31, 2012, with a retirement date of no later than March 31, 2012 shall immediately receive a 3% increase commencing the pay period immediately after the date the completed application is submitted to SamCERA.~~

~~Any employee who submits an application for retirement by June 1, 2011 shall receive a 3% increase retroactive to the first full pay period in January of 2011. No retroactive pay shall be granted for paperwork submitted after June 1, 2011.~~

~~If the employee decides not to retire as agreed under this subsection then the employee shall be required to repay the 3% increase.~~

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4. DAYS AND HOURS OF WORK: *Clean up*

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 ~~shift~~ 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.

5. OVERTIME: *County to provide clarifying language.*

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. 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

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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.

6. SHIFT DIFFERENTIAL: Clarify that shift differential does not apply when assigned modified duty unless working the alternate shift.

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

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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

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.

7. HOSPITALIZATION AND MEDICAL CARE: Update and add reopeners.

Section 15. Hospitalization and Medical Care:

15.1 Medical Insurance:

~~The County and covered employees share in the cost of health care premiums. The County will pay 90% of the total premium for the Kaiser and Aetna Plans and 80% of the total premium for the Blue Shield Plan. Covered employees will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.~~

(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, or Blue Shield HMO or Kaiser High Deductible Health plans (employees pay fifteen percent (15%) of the total premium).

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The County pays seventy-five (75%) of the total premium for Blue Shield POSPO 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 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 of the hospital and medical care premiums described above. ~~In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.~~

(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.

8. SICK LEAVE CONVERSION:

15.2 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

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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.

- 15.3 Employees covered by this MOU shall have an amount equal to ~~1/2%~~ 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.
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- 15.4 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. ~~If the employee elected to switch to the \$400 for each 8 hours of unused sick leave while a Deputy Sheriff, they are still required to pay the 1.60.3% cost share for a total of six years, per their agreement. After contributing for a total of six years, they will no longer have a cost share for this benefit. 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%.~~
- 15.5 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.
- 15.6 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.

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- 15.67 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.
- 15.78 The County will include coverage for young adult dependents and domestic partners in the health plans offered by the County.
- 15.89 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 (Section 21), Dental Care (Section 22), and/or Vision Care (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.

9. DENTAL CARE: *Clean up*

Section 16. Dental Care

16.1 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.

~~16.2 Young adult dependents and domestic partners are included in the County self-funded dental plan.~~

10. CHANGE IN EMPLOYEE BENEFIT PLANS: *Add Benefits Committee.*

Section 18. Change in Employee Benefit Plans

During the term of the MOU, the County and Union shall investigate the feasibility of offering-revising additional and/or alternate 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.

11. RETIREMENT CONTRIBUTIONS: *Remove EPMC and offer offset.*

Section 19. Retirement Contributions

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~~19.1 — Effective October 17, 1999, employees shall be given an increase in the employer paid member contribution (Cal. Gov. Code Sec. 31639.85; "EPMC") from the present 50% to 100% of the employee's normal contribution to SAMCERA. The total EPMC shall be paid into the member's account.~~

~~19.2 — Effective May 18, 1997, for employees with at least thirty years of continuous service and whose entire contribution to the retirement system is paid by the County due to their years of service, the County will contribute an amount equal to 100% of what their retirement contribution would have otherwise been to the employee's deferred compensation account.~~

~~19.3 — Effective July 10, 2011, the employer paid member contribution will be reduced from the current 100% to 75% of the employee's normal contribution to SamCERA.~~

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".

12. RETIREMENT: *Clean-up language*

Section 20. Retirement - *Replace Current Section 20 with the following:*

20.1 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.

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- These cost sharing contributions will not be reduced for employees with 30-years of service.

20.2 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.

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- These cost sharing contributions will not be reduced for employees with 30-years of service.

20.3 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.

13. RETIREMENT COLA: *All employees pay 50% of Retirement COLA.*

Section 20.5 Retirement COLA

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.

14. UNIFORM ALLOWANCE:

Section 23. Uniform Allowance

Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive \$825-892 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:

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

~~In December 2007 and December 2009, the County shall conduct a survey of uniform allowances in the same 8 counties included in the annual salary survey of Deputy Sheriffs.~~

~~In January 2008 and January 2010, the \$825 uniform allowance shall be adjusted to the average of the 8 surveyed counties.~~

15. OPTION TO REOPEN THE MOU: *Delete section as it is no longer applicable.*

Section 26. Option to Reopen the MOU

~~The OSS and the County may each exercise the option to notice the other party to reopen the MOU on one non-economic item in March 2014. This reopener may not be over any matter that results in an increased cost to the County. The County may request to meet and discuss on the Retirement COLA for employees employed prior to July 10, 2011. Changes shall be by mutual agreement.~~

16. DEFERRED COMPENSATION: *Automatic enrollment at 1% of salary.*

NEW SECTION: 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.

17. NEW SECTION BEREAVEMENT LEAVE:

NEW: Bereavement Leave

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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.

18. EXHIBIT A:

Exhibit A

1. ~~1.~~ Employees assigned to ~~perform investigative work, as detectives~~ 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. ~~For the purposes of this paragraph, "detectives" shall be defined as those Sergeants assigned to the Detective Bureau and those Sergeants assigned to Personnel Services.~~

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

2. 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.

~~Sergeants assigned to the Training Bureau shall be paid at the hourly equivalent rate of one step in addition to all other compensation.~~

3. ~~Incumbents in the following assignments shall be paid at the hourly equivalent rate of one step in addition to all other compensation:~~

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_____ Maguire Correctional Facility Administrative Sergeant

_____ Emergency Services Bureau Sergeant

_____ Assignments as deemed appropriate by the Sheriff

Incumbents in other assignments deemed appropriate by the Sheriff shall be paid at the hourly equivalent of one step in addition to all other compensation. Should the Sheriff determine that the additional compensation for these assignments is no longer warranted; the Sheriff's Office shall give advance notice to the Organization.

~~4. Sergeants who have been certified by the Redstone Arsenal as qualified Explosive Ordinance Technicians and who are assigned to the duties of handling and dismantling explosive devices shall be paid at the rate of \$69.23 per biweekly pay period in addition to all other compensation.~~

~~5. The County agrees to provide premium pay equal to 5.74% of base salary for the care, feeding and maintenance of that dog during off duty hours under the following conditions:~~

~~To the extent applicable, the parties understand that under 29 U.S.C. section 207(g) of the Fair Labor Standards Act, the premium pay provided herein for all care and maintenance of the police dogs is paid at a rate that is different and lower than the rate of pay received by the Sergeants for law enforcement activities (the "Canine Rate"). It is further understood that the premium rate provided herein provides the Sergeants with overtime compensation at a rate calculated as one and one-half times the Canine Rate.~~

~~The premium pay provided hereunder compensates in full the Sergeants for all time spent caring for and maintaining the police dog, without exception beginning with the effective date of this MOU.~~

~~6.4. _____ Effective February 25, 2007, compensatory overtime accrual shall be increased from the current maximum 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 2006 (February 25, 2006 through August 25, 2006). 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 comp time. 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, the accrual increase to ninety-six (96) hours will become permanent.~~

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~~7. Effective January 1, 2007, the County Dental Plan will offer a tooth replacement implant benefit featuring:~~

- ~~• Replacement of any missing single tooth in the esthetic region of the upper teeth~~
- ~~• Annual maximum of \$1,000 per person~~
- ~~• Paid at 85% of the billed amount subject to the \$1,000 annual maximum benefit.~~
- ~~•~~

~~The County agrees to make all good faith efforts to implement a Retiree Health Savings Account that will defer pre-tax contributions to pay for future retiree medical benefits.~~

~~The County will include the OSS in all meetings regarding the evaluation and selection of an RHSA vehicle.~~

5. 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.

19. TUITION REIMBURSEMENT: Increase tuition reimbursement.

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a 3-unit class, and \$325 for a class of less than 3 units.

The County will reimburse up to fifty dollars (\$50.00) per course for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program.

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20. DUES DEDUCTION HOLD HARMLESS:

Section 2. Dues Deductions

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.

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.

21. ON CALL

Section 11. On Call Duty 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 \$2.60 for time in which they are required to be in an on-call status. 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 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.

22. HOLIDAYS

NEW SECTION - 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

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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 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.

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

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accumulation, the employee shall be paid for the holiday on the basis of straight time but not to exceed eight hours for anyone holiday.

23. TRANSFER POLICY MEET AND CONFER

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.

24. LIFE INSURANCE

Section 21. Life Insurance

21.1 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.

21.2 Employees, depending on pre qualification, may purchase additional term life insurance to a maximum of ~~\$250,000~~ \$500,000 for employee, ~~\$125,000~~ \$250,000 for spouse, and \$10,000 for dependents.

