

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
DEPUTY SHERIFFS' ASSOCIATION (LAW ENFORCEMENT UNIT)
RE: SUCCESSOR MOU**

The following document contains the Tentative Agreement between the County of San Mateo ("County") and the Deputy Sheriffs' Association Law Enforcement Unit ("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 June 13, 2010 – June 7, 2014.


The amended MOU shall supersede the Memoranda of Understanding that expired on June 7, 2014. Language in the MOU 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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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

FOR THE ASSOCIATION





Date: 12-2-14

Date: 12/4/14

Approved:

Ratified:

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- (1) **Term of Agreement:** The agreement will be in effect from June 8, 2014 until the end of the last pay period of December 29, 2018.

(2) **Cost of Living Adjustment:**

Year One: Effective the first full pay period following ratification of the agreement by the bargaining unit, the base monthly salary for all classifications in the bargaining unit will increase by four percent (4%).

Year Two: Effective June 7, 2015, the base monthly salary for all classifications in the bargaining unit will increase by three percent (3%).

Year Three: Effective June 5, 2016, the base monthly salary for all classifications in the bargaining unit will increase by three percent (3%).

Year Four: Effective June 4, 2017, the base monthly salary for all classifications in the bargaining unit classifications shall be increased by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of 2016-2017 fiscal year average of Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners and Clerical Workers.

(3) **Equity Adjustment for Deputy Coroners**

Effective the first full pay period following ratification of the agreement by the bargaining unit, the Deputy Coroner base monthly salary will increase by four percent (4%).

Effective the first full pay period starting on or after July 1, 2018, the Deputy Coroner base monthly salary will increase by one percent (1%).

(4) **Overtime, Call-Back Pay, Compensatory Time Off: Amend Section 8 to Reflect the Following Revisions:**

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. Extra help shall be paid at the overtime rate after having worked 40 hours during their normal work week, which is a fixed and regularly recurring period of 7 consecutive

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24 hour periods. Only designated work groups are eligible for overtime as defined in this MOU.

Effective the pay period following Board approval of the successor MOU, for purposes of determining eligibility for overtime compensation for Sheriff's Office employees, only holiday time off on County-recognized paid holidays shall be considered time worked. All other ~~any~~ absences with pay, except paid sick leave, shall not be considered as time worked, except vacation and CTO shall count as hours worked when the employee is called back to work after regular hours pursuant to Section 8.4 of the MOU.

For Deputy Coroners, for the purposes of determining eligibility for overtime compensation, any absences with pay, except paid sick leave, shall be considered time worked.

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.

In recognition of the change in overtime calculation as described above, effective the first pay period following Board approval of the successor MOU, the salary ranges for Sheriff's Office employees will increase by one-half percent (0.5%).

8.4 Call-Back Pay

Employees ~~not in an on-call status~~ required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours. ~~Employees 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.

8.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. Accrued comp time must be used by employees in Work Group 2 prior to retirement or termination; otherwise, it shall be forfeited. The smallest increment of comp time which may be taken off is six (6) minutes.

An employee wishing to use their accumulated compensatory time must provide reasonable notice to their supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the department. Reasonable notice is defined as at least seven (7) calendar days. Requests for compensatory time off made with less than seven (7) calendar days' notice shall be

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granted at the discretion of the employee's supervisor.

(5) Section 21: Hospitalization and Medical Care: Amend Section 21 to Reflect the Following Language Changes:

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

21.2 Medical Insurance:

(a) 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).

~~and~~ The County pays seventy-five (75%) of the total premium for Blue Shield POS 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.

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21.3 Sick Leave Converted to Medical Insurance Premiums at Retirement:

~~Unless otherwise provided in this MOU, e~~Employees hired prior to July 10, 2011, whose employment with the County is severed by reason of retirement during the term of this Memorandum of Understanding shall be reimbursed by the County for their unused accrued sick leave at time of retirement on the following basis:

(a) Employees Hired Prior to July 10, 2011:

For employees who retire ~~on or after January 1, 2009~~ with less than fifteen (15) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be increased to four hundred forty dollars (\$440.00).

For employees who retire ~~on or after June 17, 2007~~ with at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be four hundred seventy two dollars and ninety-eight cents (\$472.98400.00). This amount will be increased annually on January 1st by two percent (2%). Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-Only premium non-Medicare rate ~~to \$420.00 effective January 1, 2008. In no event will changes in the Kaiser premium or application of the 2% or 4% increases listed below result in the \$420.00 rate being reduced.~~

For employees who retire with twenty (20) or more years of service with the County of San Mateo, the conversion rate for each six (6) hours of sick leave will be five hundred thirty one dollars and forty-three cents (\$531.43). This amount shall be increased annually on January 1st by four percent (4%). ~~the \$420.00 rate will be increased by 4% effective January 1, 2009 and each January 1st thereafter, the rate will be increased by 4%. Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-only premium non-Medicare rate.~~

~~For employees who retire with at least 15 but less than 20 years of service with the County of San Mateo, the \$420.00 rate will be increased by 2% effective January 1, 2009 and each January 1st thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium non-Medicare rate.~~

(b) Employees Hired On or After July 10, 2011:

For employees who retire from service with the County of San Mateo the conversion rate for each eight (8) hours of accrued sick leave will be Employees hired on or after July 10, 2011 receive four hundred dollars (\$400) per 8 hours of accrued sick leave. No inflation factor and no conversion at a lower number of hours based on years of service.

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~~—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.~~

~~(b)~~(c) Payment of Difference in Premium Cost: The County provides a specified contribution to retirees who have unused sick leave at the time of retirement. For each unused six (6) or eight (8) hours of sick leave at time of retirement the County will make a specified contribution, as defined above, to the monthly premium for the retiree. If the cost of the premium is greater than the County's contribution, the retiree pays the difference through their retirement pay warrant. If the cost of the premium is less than the County's contribution, the County will apply the difference to the retiree's Medicare Part B premium cost.

~~(e)~~(d) Additional Sick Leave Credit Upon Disability Retirement: The County will provide up to a maximum of two hundred eighty eight and six tenths (288.6) hours of sick leave (three (3) years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has one hundred (100) hours of sick leave at the time of retirement, the County will add another one hundred eighty eight and six tenths (188.6) hours of sick leave to his/her balance.

~~For employees who retire on or after June 17, 2007 with 20 or more years of service with the County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.~~

~~(d) If it is determined to not create a taxable event, does not cause the retiree health plans to become taxable events, and is allowable under the terms and conditions of the retiree health savings plan, employees may exchange unused sick leave at a value of \$100.00 per 8 hours into the retiree health savings plan upon retirement.~~

21.4 Survivor Benefit:

(a) Surviving Spouse of Active Employee: The surviving spouse of an active employee who dies may, if ~~he/she~~the spouse elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age fifty-five (55) or over with at least twenty (20) years of continuous service.

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(b) Surviving Spouse of Retiree: 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.

~~21.5~~ 21.5 Additional Sick Leave Credit Upon Service Retirement: Employees who retire from the County of San Mateo via service retirement after March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- With at least ten (10) but less than fifteen (15) years of service with the County of San Mateo – ~~—ninety-six (96)~~ hours
- With at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo – ~~—one hundred ninety-two (192)~~ hours
- With twenty (20) years or more of service with the County of San Mateo – two hundred eighty-eight (288) hours

The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of this agreement, to discuss the concept of elimination of the Additional Sick Leave Credit Upon Service Retirement, and establishing a County contribution to a Health Reimbursement Account. No changes will be made during the term of this MOU without written mutual agreement between the County and Association. This special committee provision shall expire on December 31, 2015, unless the parties mutually agree to continue the committee past the expiration date.

21.6 Amount of Hours Converted Per Month: Employees may increase the number of hours per month to be converted up to a maximum of fourteen (14) hours of sick leave per month. Such conversion may be in one (1) full hour increments above a minimum of (6) or eight (8) hours. The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

21.7 Out-of-Area Retirees

Retirees who live in areas where neither Kaiser nor ~~Aetna~~ 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

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- 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.

An out-of-area retiree who has no available sick leave credits for conversion to County payment of health plan 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.

- 21.8 Retiree Health Savings Plan: The County agrees to explore the feasibility of establishing a retiree health savings plan (Integral 115 Trust) in which the bargaining unit may elect to participate. The terms under which the retiree health savings plan (Integral 115 Trust) will operate will be determined through the joint Labor/Management Committee process.

Section 24. Change in Employee Benefit Plans

- 24.1 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.
- 24.2 The Union agrees to participate in good faith discussions concerning the County's Health Plans. Both parties agree that revisions in Health Plans or in the contribution ratio between the County and the employee may be necessary to retain an equitable relationship between the gross premium and the County/employee contribution to the premium.
- 24.3 Health plan changes that are initiated by the health plan based on either

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legislative/regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the numbers of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or major plan design co-pays. Where health plans initiate these kinds of changes to the contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the change. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provide however, it will first meet and confer with the Union on any such matter.

Exhibit A:

~~The County agrees to issue to each employee a Flexible Spending Account (FSA) "debit card" with a value of \$200 as soon as administratively possible and an additional \$200 on January 1, 2012.~~ The County shall issue each employee one Flexible Spending Account (FSA) "Debit Card" with a value of two hundred dollars (\$200) on January 1, 2015.

(6) Section 36. Retirement Plan: Delete Current Section 36 of MOU and Replace with the Following Language:

36.1 Employees hired before August 7, 2011. Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations. The County paid a general wage increase of pay as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

Implementation of the improvements to the retirement plans described in this section

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shall be made in accordance with the policies and practices of the Retirement Board and any disputes relative to implementation procedures shall be settled by the Retirement Board, whose decision shall be final.

Plan 3: Non-contributory plan, Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

36.2 Employees hired between August 7, 2011 and December 31, 2012. The retirement benefit options shall be:

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share. Current Plan 4: 2% @ 55.5 (as described in 25.3 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employee's Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 3: Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

36.3 Employees hired on or after January 1, 2013. Employees hired on or after January 1, 2013 will be placed into Plan 5 or Plan 7 (2%@62) depending upon their legacy eligibility as determined by SamCERA.

36.4 Retirement COLA Cost

Employees hired after the first pay period following the implementation by all

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~~bargaining units in the retirement plan~~ on or after August 7, 2011 will pay up to fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective July 5, 2015, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. COLA costs are included in the Plan 7 statutory rate.

In recognition of the additional employee contribution to retirement COLA, effective the first full pay period following ratification of the agreement, the salary ranges for all classifications in the bargaining unit will increase by one percent (1%).

(7) Limit Bumping Rights To Department Only.

15.3 Procedures

~~(1) Employees who are laid off shall have any of the following three choices:~~ may

~~(a) Taking~~ take a voluntary demotion within the ~~same department~~ Coroner's Office or the Sheriff's Office to a class in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.

~~(b) On a County wide basis, displacing the employee in the same class having the least seniority in County service. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds of the actual time so served.~~

~~(c) On a County wide basis, taking a voluntary demotion to a class in which they had prior probationary or permanent status provided such a position is held by an employee with less seniority. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds of the actual time so served.~~

(8) 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.

Section 13. Tuition Reimbursement

Employees may be reimbursed for tuition and related fees paid for taking courses of

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

Employees must apply on the prescribed form with all information needed to evaluate the request to their department head who shall recommend approval or disapproval and forward the request to the HRD Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion to the HR Department who shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement will include the costs of tuition and related fees. ~~Effective July 1, 2007, the~~ County will reimburse up to ~~\$25.00~~ 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. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

(9) Section 2: Agency Shop

2.2 Agency Shop

- A. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees in the representation unit, except supervisors as defined in Section 2.2 C. below, shall as a condition of employment either:
 - 1. Become and remain a member of the Union.
 - 2. Pay to the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and

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case law (e.g., Hudson v. Chicago Teachers Union), which shall be less than the monthly dues made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria.

OR

3. Do both of the following:

a. Present to the Union and the Controller a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

b. Pay a sum equal to the agency fee described above to one of the following three negotiated—non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code: San Mateo County Code 30 Foundation, Concerns of Police Survivors (COPS), or California Peace Officers Memorial Fund.

C. For purposes of this section, employees in the classifications of Supervising Criminalist and Supervising Deputy Coroner shall not be subject to the provisions of this Section 2.2 Agency Shop, but shall continue to be covered by Section 2.1 Dues Deduction. If, during the term of the agreement, a new supervisor or supervisory employee classification is added to the bargaining unit, the County and the Association shall meet to discuss whether the classification will be subject to the provisions of this Section 2.2 Agency Shop based on the County's Employee Relations Rules. shall be an employee who regularly supervises the work of two or more employees and whose work customarily and regularly involves spending more than 50 percent of work time on supervisory, rather than journey person, activity. Supervisors as defined above shall not be subject to the provisions of this Section 2.2 Agency Shop, but shall continue to be covered by Section 2.1 Dues Deduction.

D. As a condition of employment, all new employees who are hired into non-supervisory classes covered by this MOU on or after the effective date of this Agency Shop provision as specified above, shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Paragraph B. 1, 2, and 3 above.

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1. If the form authorizing payroll deduction is not returned to the County Controller within 30 calendar days, the Controller shall so notify the Union, providing the employee's name, address and classification. The Union may then, in writing with a copy to the employee, direct that the Controller withhold the Agency Fee from the employee's salary and the Controller shall pay an equal amount to the Union.
 2. Within 10 working days of the date the Union directs that such Agency Fee be withheld, Union shall provide the County confirmation that the agency fee payor has been furnished a copy of the "Hudson Procedure".
- E. Those non-supervisory employees who elect membership in the Union shall continue to pay Union dues for the duration of this and each subsequent MOU. For a period of 110 to 90 days prior to the expiration of this and any subsequent MOU, any employee who is a member of the Union shall have the right to withdraw from the Union by discontinuing dues deduction and selecting one of the options specified in Section B above. Said withdrawal shall be communicated by the employee during that period of time in writing to the County Controller to be delivered by certified mail and must be postmarked during the 110 to 90 day period.
- F. The Union shall provide the County a copy of its "Hudson procedure" for the determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU as provided in Sections J.1.b. and J.2.c. below, and annually thereafter, and as a condition to any percentage change in the agency fee.
- G. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- H. The provisions of Paragraph B. and D. shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this Paragraph, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.
- I. Annually, the Union shall provide the Director of Human Resources Department (HRD) with copies of the financial report which the Union annually files with the

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California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

J. Compliance

1. New Employee (Non-Supervisory)

- a. Any employees hired after the effective date of this Section 2.2 into a non-supervisory job class or position covered by this MOU shall be provided by the County with and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: 1) Union dues; 2) agency fee; or 3) if he/she qualifies, a fee equal to agency fee payable to one of three negotiated charities.
- b. Every other week, the County shall furnish the Union with copies of all such authorization documents. Within 10 work days of receipt, the Union shall furnish all agency fee payors with copies of the Union's Hudson procedure and provide the County confirmation of mailing.

2. Current Employees (Non-Supervisory)

- a. An employee in a representation unit that has been granted Agency Shop in accordance with Section B. above in a non-supervisory job class or position covered by this MOU shall be provided by the County with an "Employee Authorization for Payroll Deduction" form and a cover letter agreed to by the parties, via paycheck distribution.
- b. If the form authorizing payroll deduction is not returned to the County Controller within thirty calendar days after receipt of notice of the Agency Shop provision and the "Employee Authorization for Payroll Deduction," the Controller shall so notify the Union, providing the employee's name, address, class, and department. The Union may then, in writing, direct that the County withhold the agency fee from the employee's salary, in which case the employee's biweekly paycheck shall be reduced by an amount equal to the agency fee and the County shall pay an equal amount to the

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Union.

- c. Within ten working days of the date it issues such direction that agency fees be withheld, the Union shall provide to the County confirmation that it has furnished each agency fee payor with a copy of the Union's "Hudson procedure."
- K. The Union 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.
- L. In the event that employees in a bargaining unit represented by the Union vote to rescind "Agency Shop" the provisions of Section 2.1 shall apply to dues-paying members of the Union.
- M. The County shall hand out agreed upon Union materials along with the Agency Shop forms.

(10) New Section: Association Time Bank

If the County and Deputy Sheriffs' Association (Sworn unit) agree to establish an Association Time Bank in the 2016 successor MOU between the parties, the agreement will extend to the LEU bargaining unit on a comparable basis per employee and proportionate to the smaller LEU bargaining unit.

(11) Section 25: Life Insurance

Section 25. Life Insurance

25.1 The County shall provide ~~\$1,000~~\$40,000 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.

~~25.2 Employees in the Deputy Coroner class hired before August 30, 1992, shall be provided \$5,000 of life insurance for each employee and \$500 of life insurance for the employee's spouse and up to a maximum of \$500 for each of the employee's children depending on ages. The County shall provide an additional \$10,000 of life insurance payable to the employee's beneficiary if the employee's death results from accident either~~

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~~on or off the job.~~

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

(12) Section 26: Experience Pay and Retirement Contribution

Section 26 Retirement Contributions (Remove)

The County will pick up the following percentages of the employee's statutorily required retirement contribution, but not of the employee's contribution under Section 25.3 of this Agreement:

- ~~20% after the equivalent of 10 years of full time service (20,800 hours)~~
- ~~40% after the equivalent of 20 years of full time service (41,600 hours)~~
- ~~50% after the equivalent of 25 years of full time service (52,000 hours)~~

Replace with: Section 26 Longevity Pay

Effective the pay period following Board adoption of this agreement, the County shall discontinue employer pick up of the employee's statutorily required retirement contribution.

Effective the pay period following Board adoption of this agreement, County pick-up shall be replaced by longevity pay as follows:

- One and one-half percent (1.5%) salary increase after the equivalent of ten (10) years of full time service 20,800 hours)
- An additional one and one-half percent (1.5%) salary increase (for a total of three percent (3%)) after the equivalent of twenty (20) years of full time service (41,600 hours)
- An additional one percent (1%) salary increase (for a total of four percent (4%) after the equivalent of twenty-five (25) years of full time service 52,000 hours)

1% for 10 years (20,800 hours)

2% for 20 years (41,600 hours)

3% for 25 years (52,000 hours)

(12)(13) Section 5: No Discrimination

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 Union, the County, or anyone employed

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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.

(13)(14) Section 11: On-Call Pay

Section 11. On-Call Duty

~~When warranted and in the interest of County operations, the Department Head~~ may assign employees to "on-call" status. Employees shall be paid an hourly rate of \$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.

Criminalists and Forensic Specialists shall be assigned "on-call" status for one (1) week at a time and shall bid for "on-call" weeks based on Classification seniority. Classification seniority shall be defined as time in the existing classification plus time in a higher classification.