

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
DEPUTY SHERIFFS' ASSOCIATION
RE: SUCCESSOR MOU**

The following document contains Tentative the Agreement between the County of San Mateo ("County") and the Deputy Sheriffs' Association ("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 January 9, 2011 – January 2, 2016.

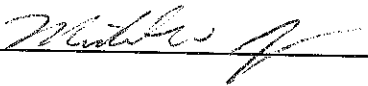
The amended MOU shall supersede the Memoranda of Understanding that expired on January 2, 2016. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.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

FOR THE ASSOCIATION





Date: 12-21-15

Date: 12-21-15

Approved:

Ratified:

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Universal Change:

Change "Union" and "DSA" to "Association" throughout MOU.

Preface:

The Deputy Sheriffs Association (DSA) 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 January 9, the first day of first pay period following ratification and Board approval of this agreement through January 2, 2016 last day of the first pay period partially or fully falling in January 2021.

~~Coverage — This Memorandum of Understanding for the Law Enforcement Unit shall be effective only for employees in the classifications of Deputy Sheriff, Deputy Sheriff Trainee, Sheriff's Correctional Officer and District Attorney Inspector.~~

Section 1. Recognition:

The Deputy Sheriff's Association, hereinafter referred to as the "DSA," is the recognized employee organization for the ~~Law Enforcement~~ this bargaining u-Unit, certified pursuant to Resolution No. 385586, adopted by the Board of Supervisors on May 16, 1978. This MOU covers County probationary and regular employees employed in the classifications of Deputy Sheriff, Deputy Sheriff Trainee, Sheriff's Correctional Officer and District Attorney Inspector.

Section 2. Union Security:

2.1 Agency Shop

- A. The Association agrees that it has the duty to provide fair and non-discriminatory representation to all employees in the representation unit regardless of whether they are members of the Association.
- B. All employees in the representation unit shall as a condition of employment do one of the following:
 - 1. Become and remain a member of the Association;
 - 2. Pay to the Association an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and 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 Association to determine an agency fee which

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meets the above criteria; or

3. Do both of the following:

a. Present to the Association 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 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. As a condition of employment, all new employees shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Paragraph B above.

1. If the form authorizing payroll deduction is not returned to the County Controller within thirty (30) calendar days, the Controller shall so notify the Association, providing the employee's name, address and classification. The Association 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 Association.

2. Within ten (10) working days of the date the Association directs that such Agency Fee be withheld, Association shall provide the County confirmation that the agency fee payer has been furnished a copy of the "Hudson Procedure".

E. Employees may opt into the DSA upon hire or within a period of one hundred ten (110) to ninety (90) days prior to the expiration of this and any subsequent MOU. Any employee who is a member of the Association shall have the right to withdraw from the Association by discontinuing dues deduction and selecting one of the options specified in Section B above. The employee requesting to withdraw must do so in writing to the County Controller, by certified mail.

F. The Association shall provide the County a copy of its "Hudson procedure" for the determination and protest of its agency fees, upon request. The Association shall provide a copy of said "Hudson procedure" to every agency fee payer covered by this MOU annually, 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 Association 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

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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 Association shall provide the Director of Human Resources Department (HRD) with copies of the financial report which the Association annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Association'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.
- K. The Association 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 the Association Security and/or Dues Deduction provisions, or action taken or not taken by the County under one or both of these provisions. Indemnification and defense includes, but is not limited to, payment of the County's attorney's fees and costs.
- L. In the event that employees in a bargaining unit represented by the Association vote to rescind "Agency Shop" the provisions of Section 2.2 shall apply to dues-paying members of the Association.
- M. The County shall hand out agreed upon Association materials along with the Agency Shop forms.

2.21 Dues Deduction

The DSA-Association may have the regular dues of its members within the representation unit deducted from employees' paychecks 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.

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.

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.

The County shall hand out agreed upon Union materials along with the Agency Shop forms.

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2.23 Communications with Employees:

The ~~DSA-Association~~ shall be allowed by County departments in which it represents employees use of available bulletin board space for communications having to do with official ~~union~~ Association business, such as times and places of meetings, provided such use does not interfere with department needs. ~~DSA-The Association~~ may distribute materials to unit employees through County mail distribution channels if approved by the Human Resources Director. This privilege may be revoked in the event of abuse after the Director consults with ~~DSA-Association~~ representatives. Any ~~DSA-Association~~ representative shall give the Department Head or ~~his/her~~ representative at least twenty-four (24) hours advance notice when contacting ~~department~~ employees during the duty period ~~of the employees~~, provided that solicitation for membership and other internal ~~union-Association~~ business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the ~~DSA-Association~~ and the department head and when made shall continue until revoked.

Section 3. Union-Association Representatives:

3.1 Release Time for Meet and Confer

County employees who are official representatives of the ~~DSA-Association~~ shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. ~~Such representatives shall submit written requests for excused absences to Employee Relations at least two working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three (3) at any one time. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final. Any denial of requested time off may be appealed to the Human Resources Director whose decision shall be final.~~

3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting association business; (4) participation in Association Board and general membership meetings; (5)

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attendance at Association related training, conferences and workshops.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County paid release time, four (4) hours of paid release time each pay period under the LEU "me-too" language under the same terms of usage as identified above, and 16 hours paid for by Association members. In recognition of receiving release time for the Association President and Association Board (described below), employees enrolled in Tier 2 sick leave conversion shall pay a cost share of .3% for a period of six years as specified in Section 21.3 in lieu of elimination of the cost share; and employees in pension tiers 1, 2, and 4 shall receive a reduced salary offset for payment of 50% cost of retirement COLA.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MOU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

3.3 Association Board Release Time

The County shall provide an annual Association release time bank of two hundred and forty (240) hours for use by the Association Board. The Association Board members may use these hours to perform their Association functions, or attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released Board member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. The Association President, or his/her designee, shall request use of this time from the Sheriff's Office and Employee Relations at least forty-eight (48) hours in advance of the Board members who will be utilizing the release time.

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Release time may only be used by a sitting member of the Association Board. Release time for the Board may only be used during the calendar year in which it is provided. Release time for the Board shall not roll over year to year, shall not accrue to any individual employee, nor be cashable at separation.

3.4 Dues Deduction for Members

As soon as administratively possible, the County shall create ~~an~~ up to five (5) additional dues deduction lines for members and Associate members of the DSA who shall be allowed to have their dues deducted post tax from their paychecks. The amount of the deduction shall be determined by the DSA, employees shall then authorize the county to deduct the stated amount.

Section 4. County Rights:

Except where modified by this MOU, the County retains the exclusive right to determine the methods, means and personnel by which County government operations are to be conducted; to determine the mission of each of its departments, boards and commissions; to set standards of service to be offered to the public; to administer the Civil Service system; to classify positions; to add or delete positions or classes to or from the salary ordinance; to establish standards for employment, promotion and transfer of employees; to direct its employees; to take disciplinary action for proper cause; to schedule work; and to relieve its employees from duty because of lack of work or other legitimate reasons. ~~The exercise of County rights does not preclude employees or the DSA from consulting or rising grievances on decisions which affect wages, hours and other terms and conditions of employment.~~

The County reserves the right to take whatever action may be necessary in an emergency situation; however, the DSA, if affected by the action, shall be promptly notified. The Human Resources Director shall, on request of either party, refer questions regarding the interpretation of this Section, which cannot be resolved between employee and management representatives to either the Board of Supervisors or the Civil Service Commission for hearing and final determination, depending on which body has authority over the matter in dispute. In no event shall such dispute be subject to the grievance procedure of this MOU.

Section 5. No Discrimination:

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, ~~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 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.

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Section 6. Salaries:

6.1. Survey

On or before the first Monday in April in each year, commencing in the calendar year ~~2012~~2016, and ending in the calendar year ~~2015~~ 2020, the representative of the County and the representatives of the Deputy Sheriffs Association shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31 of that year for deputy sheriffs in the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, Solano and Sonoma. The terms "pay", "rates of pay", and "pay rates" are hereby defined and intended to include the maximum rate of base pay provided in each of the above jurisdictions for deputy sheriff positions equating to the classification of Deputy Sheriff in the County of San Mateo. Unresolved disputes regarding the interpretation or application of this paragraph shall be resolved by submission to a jointly chosen, neutral arbitrator whose decisions shall be final and binding on the parties and shall be submitted to the Board of Supervisors. The Board of Supervisors shall thereupon fix the rates of pay of the classification of Deputy Sheriff at 1% above the highest pay rate specified in this ~~paragraph~~ survey. Such rates of pay shall be fixed to be effective as of the first day of the first full pay period in January of each year. ~~The County shall not reduce salaries during the term of this agreement, commencing in the calendar year 2012. If the salary survey formula has not granted a combined increase of 3% by January 2015, then the balance of 3% shall be applied to the salary schedules on the first pay period in January of 2015.~~

Salary increases for the classification of Sheriffs Correctional Officer shall be set at eighty-five percent (85%) of the Deputy Sheriff's salary. This salary will be effective the first day of the first full pay period in January of each year commencing in the calendar year 2016 once the Deputy Sheriff's salary for the calendar year has been set. For Correctional Officers hired before April 24, 2005 their salary will be frozen at their present salary range until the salary assigned to the current Correctional Officer classification equals or exceeds their current pay rate.~~one-half percent (0.5%) less than the annual salary increase for Deputy Sheriffs. If the salary survey formula has not granted a combined increase of 2.5% by January 2015, then the balance of 2.5% shall be applied to the salary scheduled on the first full pay period in January of 2015. For Correctional Officers hired on or after April 24, 2005, a new salary structure will be established. One new beginning step will be added below the current "A" step and the top step will be the current "D" step.~~

Salary increases for the classification of District Attorney Inspector shall be effective the first full pay period in January of each year commencing in the calendar year ~~2012~~2016. Such salary increases shall be the same percentage as that of Deputy Sheriffs, as described above.

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6.11 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 May 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 May 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.~~

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. ~~Extra help shall be paid at the overtime rate after having worked 40 hours during their normal workweek, which is a fixed and regularly recurring period of 7 consecutive 24-hour periods.~~

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 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

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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 Union Association of the contemplated change and if requested, discuss with the Union Association the reasons for the work group change.

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- (1) 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. ~~Comp time which accrues in excess of 80 hours must be liquidated by monetary payment.~~ 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.

~~8.2 Employees not in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours. Employees in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of 2 hours.~~

8.4 Compensatory Time Off (CTO):

~~Comp time~~CTO which accrues in excess of eighty (80) hours must be liquidated by monetary payment. 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~~CTO which may be taken off is 6 minutes.

Effective the first full pay period following the Board of Supervisor's adoption of a successor MOU, the maximum compensatory time off accrual shall be increased from the current 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 2015. 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 accrued comp time off. 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, ninety-six hours will become the new cap for CTO accrual.

~~Employees who are regularly scheduled to work a biweekly overtime schedule will not receive overtime if they are receiving vacation or sick leave pay for the entire biweekly pay period during the time when the regularly scheduled overtime falls.~~

Section 9. Shift Differential:

- 9.1 Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the employee's base pay in the salary range for his/ or her class. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.

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9.2 Employees shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

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.

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 following the Board of Supervisors' adoption of a successor MOU between the parties or the first full pay period of the successor MOU (whichever is later), employees shall be paid an hourly rate of \$2.60three dollars (\$3.00) for time in which they are required to be in an on-call status. Effective the first pay period of January 2017, employees shall be paid an hourly rate of three dollars and seventy cents (\$3.70) for time in which they are required to be in an on-call status. Effective the first pay period of January 2018, employees shall be paid an hourly rate of 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.

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Section 13. Tuition Reimbursement

Employees may be reimbursed for tuition and related fees paid for taking courses of 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~~ Effective July 1, 2007, 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. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 15. Layoff and Reemployment.

15.3 Procedures

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

~~_____ (a) Taking~~ _____ (a) take a voluntary demotion within the Sheriff's Office or District Attorney's Office ~~same department~~ 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.~~

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~~_____ (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.~~

(2) Displaced employees may request the HRD Director to place their name on the promotional eligible list or open eligible list for any class for which, in the Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in 15.2.

(3) Pursuant to the Civil Service Rules, an employee may with the approval of the HRD Director and the gaining department head demote or transfer to a vacant position in the Sheriff's Office or District Attorney's Office for which he/she possesses the necessary skills and fitness.

(4) At the sole discretion of the HRD Director, an employee may be allowed to transfer and displace a less senior employee in a position in the Sheriff's Office or District Attorney's Office in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.

(5) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than 10.0% higher.

(6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.

(7) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

Section 17. Holidays:

17.1. ~~Regular full-time employees in established positions shall receive either eight (8) hours of pay or eight (8) hours of holiday leave for all authorized holidays listed in 17.3, shall be entitled to take all authorized holidays at full pay, not to exceed eight hours for anyone day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. An employee may carry a maximum of one hundred and twenty (120) hours of holiday leave on the books. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee~~

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works 50% of the full-time hours in a pay period, the employee shall be paid for one-half for each holiday falling within that pay period.

17.2 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.

17.3 The holidays in this County are 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.

17.4 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.

17.35 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.

17.4 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

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

~~17.5 Extra help are not entitled to holiday pay or time off with pay in lieu of pay.~~

17.6 Employees working more than their regularly scheduled shift on a holiday shall be compensated for such excess time as provided in Section 8, Overtime.

Section 20.7. Absence Due to Required Attendance in Court

Upon approval by the department head, any employee other than extra help or seasonal, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or as directed by proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with the employee's usual official duties or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- (5) An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. The time spent in these proceedings is not considered work time. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula

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Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milius Brown Act or the MOU between the parties.

- (6) Notification to one's supervisor is required within one business day of receipt of a subpoena or summons to appear.

Section 21. Hospitalization and Medical Care:

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) 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).

The County pays seventy-five (75%) of the total premium for Blue Shield POS-PPO plan (employees pay twenty-five percent (25%) of the total premium).

- (b) Employees Occupying Permanent Part-Time Positions Who Work Less Than Eighty (80) Hours Per Pay Period:

For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the hospital and medical care premiums described above.

For employees occupying permanent part-time positions who work a minimum of sixty (60) but less than eighty (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 (3/4) 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.

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21.3 Sick Leave Conversion:

21.3 Sick Leave Conversion:

Unless otherwise provided in this MOU, employees whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for unused sick leave at time of retirement as follows:

(a) Tier 1 Sick Leave:

Employees hired prior to April 1, 2011, for each 8 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health, dental, and/or vision coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the County shall not be obligated to contribute in excess of \$675 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay \$675 toward health, dental and/or vision premiums on said employee for a period of 50 months). Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

Employees may increase the number of hours per month to be converted up to a maximum of ~~14~~ fifty (50) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e. g., if a worker converts 12 hours at the rate applicable he/she would be reimbursed \$1012.50 instead of \$675.00). 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).

Employees covered by sub-section (a) shall have an amount equal to 1.6% of salary deducted from their paychecks. Effective the first pay period following Board adoption of this agreement, the amount of salary deduction shall be reduced to seventy five one hundredths of one percent (.75%) of salary. To the extent permitted by law, this deduction shall be made on a pre-tax basis. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefit.

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

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their balance.

Employees covered by Tier 1 Sick Leave will have a one-time irrevocable opportunity to transfer from Tier 1 Sick Leave conversion to Tier 2 Sick Leave conversion prior to April 1, 2011.

(b) Tier 2 Sick Leave:

Employees hired after June 30, 2011, 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.

Employees may increase the number of hours per month to be converted up to a maximum of ~~14-fifty~~ (50) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e. g., if a worker converts 12 hours at the rate applicable he/she would be reimbursed \$600 instead of \$400). 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).

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.

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.

Employees covered by sub-section (b) shall have an amount equal to 1.6% of salary deducted from their paychecks for a full time equivalent of six years. Effective the first pay period following Board adoption of this agreement, the amount of salary deduction shall be reduced to three tenths of one percent (.3%) of salary. To the

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extent permitted by law, this deduction shall be made on a pre-tax basis. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefit.

Employees hired between April 1, 2011 and July 1, 2011 may elect to be covered by either Tier 1 or Tier 2 Retiree Medical Benefits.

Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

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

Effective July 1, 2017, the County and Association will reopen this Section 21.3 regarding sick leave conversion; however, meetings pursuant to the reopener shall not exceed three except by mutual agreement, and changes to Section 21.3 of the MOU shall not be made except by mutual agreement.

21.4 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 55 or over with at least twenty years of continuous service.

~~21.5 Employees who waive all retiree medical benefits including COBRA coverage, may elect to cash out accrued sick leave, upon retirement, at the rate of \$100 for each 8 hours of sick leave. This is an irrevocable election which must be made prior to the date of retirement.~~

21.6 The County will include coverage for young adult dependents and domestic partners in the health plans offered by the County. Grandchildren of custodial grandparents are also considered eligible dependents on all health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on documentation which is acceptable to the Health Plan.

21.7 The County will continue its practice of calculating employee contributions for health and dental premiums on a pre-tax basis consistent with Section 125 of the IRS Code.

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Section 22. Dental Care:

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

~~22.2 During an employee's first year of employment with the County, there shall be a cap on County Dental Plan coverage of \$100.00 deductible and 60% U.C.R.~~

~~22.3 There is an annual \$2,500 per person maximum benefit in the County Dental Plan.~~

~~22.4.2 Young adult dependents and domestic partners are included in the County self-funded dental plan.~~

Section 23. Vision Care:

The County shall provide Vision care coverage for employees and eligible dependents including young adult dependents and domestic partners. The County will pay the entire premium for this coverage. ~~This coverage is for Vision Service Plan (VSP) San Mateo County Plan B and entails \$10.00 co-pays for both examinations and materials.~~

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.~~

Section 25. Life Insurance

25.1 The County shall provide ~~\$1,000~~\$50,000 of life insurance for each employee and ~~\$500~~\$2,000 of life insurance for the employee's spouse and up to a maximum of ~~\$500~~\$2,000 of life insurance for each of the employee's children depending on age. The County shall provide an additional ~~\$5,000~~\$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.

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

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Section 26 Uniform Allowance:

26.1 Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive \$892 per annum in additional compensation to cover the cost of maintaining such uniforms and equipment; such payment shall be made on the regular pay warrant that covers each new employee's date of employment or for current employees, on the pay warrant for the first full pay period of each January. This amount shall be increased by twenty-five (\$25) each year of the 2016 agreement, as follows:

2016: \$917
2017: \$942
2018: \$967
2019: \$992
2020: \$1,017

26.2 The County will provide bulletproof vests to department personnel consistent with departmental general order.

Section 33. Grievance Procedures:

33.1 Grievance:

A grievance is defined as any dispute which involves the interpretation or application of any provision of this MOU, excluding those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions shall not be subject to the grievance procedure.

33.2 Grievant:

The grievant is defined as the Association or the affected employee. The Association or any employee may file a grievance.

33.3 Grievances shall be Processed in the following manner:

The grievance must be filed at either Step 1 or Step 2 within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance or within fourteen (14) calendar days if grieving a demotion, suspension or dismissal from employment. The grievant shall state the grievance in writing and the resolution desired.

Step 1. Department Head and/or the Designated Representative:

Any employee who believes that he/she has a grievance~~The grievant~~ may discuss his/~~her~~the complaint with such management official in the department in which he/she works as the department head may designate or designee. The department head or designee shall provide the grievant a written or oral response within fourteen (14)

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~~calendar days from the grievance meeting. If the issue-grievance is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Union recognized as the representative of his/her class, the procedures hereinafter specified may be invoked, the grievant may move the grievance to Step 2 within fourteen (14) calendar days from issuance of the written or oral response from the department head or designee. Hprovided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director. If the department head or designee does not provide a written or oral response within the fourteen (14) calendar day timeline, then the grievant may advance the grievance to Step 2.~~

Step 2. Human Resources Director

Any employee or official of the ~~Union Association~~ may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within ~~fourteen (14) calendar days of the written or oral response of the department head or designee as described in Step 1. If grievant did not file a Step 1 grievance but instead proceeded directly to Step 2, then such notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance.~~ Any grievances involving demotion, suspension or dismissal must be received within ~~fourteen (14) calendar days of the above specified action. If appropriate, the parties will then schedule a grievance meeting. The Human Resources Director or his/her representative~~designee, who in the case of a grievance alleging discrimination shall be the Equal Employment Manager, shall have ~~25 workdays~~thirty five (35) calendar days from the grievance meeting in which to investigate the merits of the ~~complaint~~grievance, to meet with the complainant and, if the complainant is not the Union, to meet also with Union officials, and to settle ~~provide the grievance~~grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary. If the grievance is not resolved to the satisfaction of the grievant, then the Association may move the grievance to Step 3 within fourteen (14) calendar days from issuance of the written response from the Human Resources Director or designee. No grievance may be processed under ~~paragraph (c) below~~Step 3 which has not first been filed and investigated in accordance with ~~this paragraph (b)~~Step 2.

Step 3. Adjustment Board

~~If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations no later than 14 calendar days from written notice from Employee Relations that the grievance is denied at Step 2. The Adjustment Board shall be comprised of 2 representatives designated by the Union and 2 representatives designated by the County.~~

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Step 3. Arbitration

~~If an Adjustment Board is unable to arrive at a majority decision, e~~Either the Union Association or the County may require that the grievance be referred to an impartial arbitrator, if within 14 calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate within fourteen (14) calendar days of the issuance of the Step 2 response. Only the Association or the County may maintain the grievance before the arbitrator. The ~~question~~ grievance shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by the ~~Union Association~~ and the County. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

33.3-4 Scope of Adjustment Board and Arbitration Decisions:

- (a) ~~Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.~~
- (b) ~~No adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 33.1.~~
- (c) ~~Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any The arbitrator shall not have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.~~
- (d) ~~If the Human Resources Director or an arbitrator in pursuance of the procedures outlined in subsection 33.2 (b), or the Adjustment Board in pursuance of the provisions of subsection 33.2 (c) resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.~~
- (e) If any award by an arbitrator requires action by the Board of Supervisors or the Civil

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Service Commission before it can be placed in effect, the County Manager and the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

(d)(f) No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Association.

33.4-5 Compensation Complaints:

All ~~complaints~~ involving or concerning payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the MOU. ~~which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No~~ adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

~~No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.~~

33.5 No Strike:

~~The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.~~

33.6 County Charter and Civil Service Commission:

(a) The provisions of this section shall not abridge any rights to which an employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter, may be within the sole province and discretion of the Civil Service Commission.

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(b) ~~—(b)—~~ All grievances of employees in representation units represented by the ~~Union Association~~ shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under ~~paragraph (b)~~ Step 2 of subsection 33.2-3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

(c) No action under Section 33.2 ~~(b)~~ 3 Step 2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.

~~(c) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.~~

33.7 Involuntary Transfers for the Alleged Purpose of Punishment:

Any sworn peace officer in the Sheriff's Department who believes he/she has been subjected to a transfer for the purpose of punishment may appeal said transfer through the chain of command to the Sheriff (or, in cases where the Sheriff has been personally involved, to the Human Resources Director or his/her designee). In cases where the transfer involves a loss of compensation, he/she shall have the option of appealing either to the Sheriff or to an ad hoc panel as described hereafter. All such appeals shall be filed, in writing, within five calendar days after the date of transfer. The following procedure shall apply:

Step 1. Human Resources Department

The employee or any official of the ~~Union Association~~ shall notify Employee Relations in writing of the alleged punitive transfer. Employee Relations shall have thirty-five (35) calendar days after the meeting in which to investigate and resolve the dispute informally. No appeal may be processed under Step 2 below which has not first been filed and investigated in accordance with Step 1.

Step 2. Advisory Panel

If the parties are unable to satisfactorily resolve the dispute, the employee may have the appeal submitted to a three (3) member panel comprised of two (2) members of the Civil Service Commission and ~~one (1)~~ individual who is not a Commission member. This panel will be charged with the responsibility of making findings of fact and recommendations in connection with the employee's appeal for presentation to the Sheriff and the Human Resources Director. Such recommendations shall be advisory in nature. If the employee elects to have his/her appeal heard before such a panel, the employee shall choose ~~one~~

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(1) Civil Service Commissioner and the Sheriff shall choose a second Commissioner. These two (2) members shall select a third member of the panel, who shall be the panel's chairperson and cannot be a member of the Civil Service Commission. If the two (2) commissioners selected by the employee and the Sheriff cannot agree on a third member, the Human Resources Director shall choose the third member.

Upon conclusion of its hearing the panel shall present its finding of fact and recommendations to the Human Resources Director and Sheriff. If the Sheriff and Director reject the panel recommendation they must so inform the employee, with reasons in writing. Any decision reached by the Sheriff and the Human Resources Director shall be final.

Section 34. Retirement Plan:

34.1 Retirement Plans:

(a) Employees Hired Before to January 8, 2012:

~~Retirement Plan participants hired on or after July 1, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of two percent (2%) per year. There is no "banking" or "rollover" of any cost of living adjustment in excess of the annual adjustment. The one year final average compensation for participants in the safety retirement Plan 1 or 2 will be calculated in accordance with Government Code section 31462.1. For those participants in the safety retirement Plan 4 or 5, their three year final average compensation will be calculated in accordance with Government Code section 31462.~~

Effective January 2, 2005, the County implemented Employees hired prior to January 8, 2012 shall receive the 3% @ 50 retirement enhancement retirement benefit consistent with (Government Code section 31664.1) for employees in Plans 1, 2 or 4. The one year final average compensation for participants in the safety retirement Plan 1 or 2 will be calculated in accordance with Government Code section 31462.1. For those participants in the safety retirement Plan 4 in accordance with Government Code section 31462.

The enhancement will apply to all future safety service and all safety 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 either 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

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to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:

- Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.
- Employees with 5 to 15 years of County service will contribute 3.5%.
- Employees with 0 to 5 years of County service will contribute 3%.

~~In 2011 certain legislation will be introduced in regards to the 3% @ 55 retirement benefit consistent with Government Code section 31664.2, that the DSA agrees to support. If this legislation is enacted, employees hired after January 8, 2012 shall receive the 3% @ 55 retirement benefit consistent with Government Code section 31664.2 and in accordance with the terms of the new legislation. If such legislation is not enacted in 2011, the parties agree to re-open in January 2012 on the issue of retirement benefits for new employees hired after the date specified in the agreement reached after the re-opener.~~

~~With respect to any benefit enhancement pursuant to this MOU, it is agreed that:~~

~~(b) Employees Hired on or after January 8, 19922012 through December 31, 2012~~

~~Effective January 8, 2012, the County implemented the 3%@55 retirement enhancement (Government Code 31664.2) for employees in Plan 5. For those participants in the safety retirement Plan 5, their three year final average compensation will be calculated in accordance with Government Code section 31462.~~

~~The enhancement will apply to all future safety service and all safety 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 either section 31664.2 had been in effect during the time period specified in the resolution adopting section 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. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:~~

- ~~(a) The benefit enhancement under Government Code section 31664.2 shall be applicable only to those safety employees who retire after the County's implementation of section~~

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~~31664.2. The benefit enhancement under Government Code section 31664.1 shall be applicable only to those safety employees who retire after the County's implementation of section 31664.1.~~

- ~~• The enhancement will apply to all future safety service and all safety 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 either section 31664.1 or 31664.2 had been in effect during the time period specified in the resolution adopting either section 31664.1 or 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.~~

~~All employees hired before January 8, 2012 shall share in the cost of the enhanced retirement as follows:~~

- ~~• Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.~~
- ~~• Employees with 5 to 15 years of County service will contribute 3.5%.~~
- ~~• Employees with 0 to 5 years of County service will contribute 3%.~~
- ~~• The above cost sharing shall be through payroll deduction and shall be a percentage of compensation earnable as defined by Sam CERA regulations.~~

~~All employees hired on or after January 8, 2012 share in the cost of the retirement benefits as follows:~~

- ~~• Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.~~
- ~~• Employees with 5 to 15 years of County service will contribute 3.5%.~~
- ~~• Employees with 0 to 5 years of County service will contribute 3%.~~

~~The above cost sharing shall be through payroll deduction and shall be a percentage of compensation earnable as defined by Sam CERA regulations.~~

~~(c) Employees hired on or after January 1, 2013~~

~~Employees hired on or after January 1, 2013 will be placed by SamCERA into Plan 5 or Plan 7 (2.7%@57) (Government Code section 7522.25) depending upon their eligibility.~~

~~Plan 5: Employees who are placed in Plan 5 by SamCERA will be subject to the applicable provisions of sections 34.1 (b) and 34.2.~~

~~Plan 7: Employees who are placed in Plan 7 by SamCERA will not be subject any provisions in sections 34.1 (b) or 34.2. The County will not make any contributions toward the~~

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employees' required contribution to the Retirement System for Plan 7 members.

Section 34.2 Retirement COLA

All employees subject to this MOU hired on or after January 8, 2012 will pay ~~up to fifty percent~~ (50%) of the Retirement COLA cost as determined by SamCERA.

Effective the first full pay period in July of 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 a separate retirement 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 first full pay period following ratification of the agreement and Board approval and for the term of this Agreement, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 4 will receive one and nine-tenths percent (1.9%) Safety Longevity Pay; and employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 1 or Tier 2 will receive three and fifteen one hundredths percent (3.15%) Safety Longevity Pay.

Section 35: Reopeners

~~The DSA and the County may each exercise the option to notice the other party to reopen the MOU on one non-economic item in January 2012, and again in January 2014. These reopeners 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.~~

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 January 1, 2016, 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.

NEW SECTION: 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.

NEW SECTION: No Strike

The Union-Association, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel of operations of management or of employees not covered by this MOU.

EXHIBIT B

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~~ the following assignments capacity such employees shall receive two steps in addition to all other compensation. ~~For the purposes of this paragraph, "detectives" shall be defined as those deputies assigned to the Detective Bureau and those deputies 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
Transportation Desk Officer	X	
Jail Management System (JMS)	X	X
Classification	X	X
Civil	X	X
HIDTA/NCRIC	X	X
Bomb	X	X

2. Deputy Sheriffs and Correctional Officers assigned to Training Officer work shall be paid at the hourly equivalent rate of one step in addition to all other compensation. Such compensation shall be paid only while the individual is actually assigned a trainee. ~~Correctional Officers and~~

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~~Deputy Sheriffs 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 other assignments deemed appropriate by the Sheriff shall be paid at the hourly equivalent rate of one step in addition to all other compensation. Should the Sheriff determine that the additional compensation for these other assignments is no longer warranted, the Sheriff's Office shall give advance notice to the Union to meet and confer on this subject matter.
4. ~~Deputy Sheriffs working the Desk Officer assignment shall be paid the hourly equivalent rate of 1/2 step in the salary range in addition to all other compensation.~~
5. ~~All employees 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.~~

Employees in the class of District Attorney's Inspector shall receive Six Dollars (\$6.00) per biweekly pay period.

~~Deputy Sheriffs who are assigned to the Technical Services Unit and provide hands on technical services to the Sheriff's Department LAN users, and service on the CJIS Solutions Committee shall receive compensation of 10% in addition to all other compensation. Only one employee at a time may be so assigned.~~

4. The Sheriff's Office will advertise these assignments when they become available so that all staff have an opportunity to express their interest and be considered. In advertising assignments, the Sheriff's Office will list those criteria that they find desirable and which will be considered in making selections for these assignments.

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RE: SUCCESSOR MOU**

Side Letter Agreement Re: Work Shifts and Assignments:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of January 3, 2016 through the first pay period of January 2021.

1. Work Shifts and Assignments.

- a. Work shifts are subject to modification by the Sheriff should economic or staffing contingencies dictate revisions, or in the case of an emergency. Should the Sheriff desire to effect a change he/she shall give advance written notice to the Union Association of the proposed change(s), the reason(s) therefore, the proposed schedule(s), and shall provide a reasonable opportunity to discuss such change(s) prior to implementation.

Currently, the shifts and hours of work are as follows:

- Court Services, Administration, Detective, and Support Personnel – the 5x8 planwork schedule.
 - Detention and Custody Division, Personnel, and Patrol – the twelve (12) planwork schedule
 - Training Bureau, Detective, Bureau of Professional Standards, School Resource Unit (SRU)/ Community Policing Unit (CPU), Civil Process Bureau, Admin Classification, and Transportation – the Ten (10) plan4x10 work schedule
- b. Employees assigned to the Patrol Division shall be allowed to continue to bid for their work shift assignment, in the same manner as in presently practiced, described as follows:-

1. Seniority

For the purposes of bidding for vacations, shifts (excluding the Detention Division), on call and overtime signups shall be based on classification seniority. For the purpose of this section, classification seniority is defined as time in class plus higher class.

2. Deputy Shift Bids

Deputies shall bid annually during the month of January for their shifts within their assignment based on time in classification plus higher classification.

3. Detention Division Shift Bid

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Employees assigned to the Detention Division shall bid annually during the month of January for their shifts based on cumulative time in the classification of Correctional Officer, Deputy Sheriff and higher classifications.

Such selection shall occur at least annually and normally on January 1 of each year.

- c. The above procedure shall also be used for those employees assigned to the Detention and Custody Division and shall be applied within each facility in that division.
2. No written transfer policy exists at present and the Sheriff agrees not to implement a written transfer policy during the term of the MOU without the agreement of the DSA. As a matter of policy, however, employees shall be given two weeks' notice of a permanent transfer between divisions except in the case of emergency.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

APPROVED AND ACCEPTED:

FOR THE COUNTY

FOR THE ASSOCIATION

Date: _____

Date: _____

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
DEPUTY SHERIFFS' ASSOCIATION
RE: SUCCESSOR MOU**

**Letter of Understanding
K-9 Unit Compensation**

Effective November 1, 1998 a Deputy Sheriff who is assigned a police dog and who is responsible for the care, feeding and maintenance of that dog during off-duty hours shall receive premium pay in the amount of an additional step (5.75%) as compensation for performing such duties. Such Deputy Sheriffs shall continue to receive \$90.00 per month for dog food and other supplies.

The parties understand that under section 29 CFR 778.114, the premium pay provided in this Letter of Understanding, will compensate in full the Deputy Sheriff(s) for all time he or she spends caring for, grooming, feeding, exercising, training, and other activities related to the care of their assigned police dog, whether few or many. The parties further understand that such premium pay described herein satisfies the overtime pay requirements set forth in the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., because such hours have already been compensated in the form of this premium pay agreement.

Dated: _____

____ Joe Lanthier

____ Teamsters Local 856

Dated: _____

____ Undersheriff Greg Munks

**Letter of Understanding Between
San Mateo County and Deputy Sheriffs Association
Re: K-9 Unit Compensation**

Michael Jarvis
Labor Consultant

The following letter summarizes the parties' understanding regarding K-9 Unit Compensation.

Employees who are assigned to the K-9 Unit are entitled to compensation for the off-duty hours spent caring, grooming, feeding and one-on-one non-formal training of their canine and maintaining their canine vehicle/unit. To receive such compensation, deputy sheriffs assigned to the K-9 Unit must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which

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governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties. The hours in this agreement were determined after an actual inquiry by the deputy sheriffs and the Deputy Sheriff's Association. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned to the K-9 Unit shall be paid an additional 5.74% of salary per month which is compensation for 15.21 hours per month (3.5 hours per calendar week) for off-duty K-9 Unit duties. (It is the intent of the parties that the regular rate of pay for these off-duty canine duties, determined for each canine deputy sheriff by dividing the K-9 pay of 5.74% of salary in a pay period by 7 hours of off-duty canine activities per pay period and then dividing that amount by 1.5, will meet or exceed County, State and Federal minimum wage). This compensation compensates the K-9 Unit for the reasonable number of hours (determined after an actual inquiry of the K-9 Unit) per month which the canine deputy sheriff spends feeding, grooming and caring for the dog which has been assigned to the deputy sheriff as well as training the dog and maintaining the canine vehicle/unit off duty. The parties agree that the foregoing compensation is intended to compensate the canine deputy sheriff for off-duty canine activities on an overtime basis at one and one half times the deputy sheriff's regular canine rate for canine duties. It is expected that K-9 Unit will not work more than 15.21 hours per month performing off duty canine duties as described herein.

Employees assigned to the K-9 Unit who must take their canine to the veterinarian in an emergency shall submit a written request to the Sheriff or the Sheriff's assigned designee for additional compensation for the hours spent performing such work. Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the deputy sheriff's control. In addition, if a canine deputy sheriff will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed unless the additional work is an emergency beyond the deputy sheriff's control. Any additional compensation for emergency veterinarian visits or other duties which result in a substantial increase in the normal off-duty hours worked for that month shall be at compensated at time and one half the employee's Deputy Sheriff (non-K9) regular rate of pay. Call-Back Pay in accordance with Section 11 of the MOU between the parties shall apply to emergency veterinarian visits that occur. Routine veterinary visits by employees must occur on duty or on flex time with advance supervisory approval.

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Effective the first full pay period of the agreement, employees who are assigned to the K-9 Unit shall receive ninety dollars (\$90) in vouchers each month for the purchase of dog food, bedding and other dog supplies from a contracted vendor. During the first six (6) months of the agreement, the Department and employees assigned to the K-9 Unit shall conduct an inquiry regarding cost, amount and type of K-9 food and supplies. Following completion of the inquiry, the parties shall meet and agree over the monthly voucher amount.

Employees assigned to the K-9 Unit who receive advance approval for boarding of their dog shall be reimbursed for boarding expenses for the approved vendor and approved time of boarding.

APPROVED AND ACCEPTED:

Date:

FOR THE COUNTY

FOR THE ASSOCIATION

