

**Law Enforcement Unit
Memorandum of Understanding
Between
County of San Mateo County
And
San Mateo County Deputy Sheriff's Association**

Representatives of the San Mateo County Deputy Sheriff's Association (DSA) and the County of San Mateo have met and conferred in good faith regarding the matters specified below and have endeavored to reach agreement. This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties.

1. This Memorandum of Understanding for the Law Enforcement Unit shall be effective only for employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector.
2. The expiration date of this Memorandum of Understanding (MOU) shall be the last day of the pay period following December 31, 2006.
3. It is intended that all terms and conditions of the Memorandum between the Teamsters and the County of San Mateo reached on April 2, 1997, ("the Teamsters MOU" copy attached) as they are stated on the date of this MOU, except for the term of the MOU, Section 6.1 (salary ranges), Section 21 (Hospitalization and Medical Care), Section 22 (Dental Care), Section 23 (Vision Care), and Exhibit A (Salaries) shall continue in effect as terms of this MOU and they are therefore incorporated herein as if fully set forth, except that "DSA" shall be substituted for "Teamsters." Those provisions of the Teamsters MOU not incorporated herein are replaced by the terms of this Memorandum of Understanding.
4. The parties agree that 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 benefits changes entered into with AFSCME.
5. During the month of June 2000, June 2002, and June 2004, either party may re-open this Memorandum of Understanding to meet and confer on the terms, under the following conditions:
 - Either party may re-open discussions on a maximum of two issues during each of three periods stated above by notifying the other party no later than 60 days prior to June 1 of 2000, 2002, or 2004 of the desire to re-open. The limit of two issues may be waived upon mutual agreement by the parties.

- Salary rates, longevity pay, and benefits, as defined in Section 2.A. above, are not subject to the re-openers, unless mutually agreed upon by both parties.
6. The salary ranges for all employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer, and District Attorney Inspector shall be increased by 9.05% effective February 7, 1999. The salary ranges for all employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector shall be increased by 3% effective October 17, 1999. This 3% increase shall be the same 3% increase already provided for in the existing Law Enforcement Unit Memorandum of Understanding.
 7. On or before the first Monday in April, 2000, the representatives of the County and the representatives of the Deputy Sheriff's Association shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31, 2000 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. The terms "pay", "rates of pay", and "pay rates" shall not include the employer's pick-up of any portion of the employee's retirement contribution, or any differentials, premium pays, or other forms of payment beyond the base pay of the position. 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, or increase the rate of pay by 1%, whichever is higher. Such rates of pay shall be fixed to be effective as of January 9, 2000.

Salary increases for the classification of Sheriff's Correctional Officer shall be the same percentage as that of Deputy Sheriffs, as described above, effective January 9, 2000. Salary increases for the classification of District Attorney Inspector shall be effective January 9, 2000. Prior to December 1, 1999, the County will conduct a study to determine the appropriate classification to which the classification of District Attorney Inspector shall be compared for salary increase purposes. The County shall meet and consult with the Deputy Sheriff's Association regarding the study prior to arriving at a final decision on the appropriate classification(s) in the designated counties to which the classification of District Attorney Inspector shall be compared for salary increase purposes.

8. On or before the first Monday in April in each year, commencing in the calendar year 2001, and ending in the calendar year 2006, the representatives of the County and the representatives of the Deputy Sheriff's 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 or increase the rate of pay by at least 3% whichever is higher. 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 commencing in the calendar year 2001.

Salary increases for the classification of Sheriff's Correctional Officer shall be the same percentage as that of Deputy Sheriffs, as described above, effective the first day of the first full pay period in January of each year commencing in the calendar year 2001. 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 2001. Such salary increases shall be set in accordance with the study referenced in Section 4 above.

9. In addition to the salary provisions described in Section 5 above, effective February 7, 1999, and thereafter, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector shall receive experience pay at the following rates:

- 2% at the beginning of the 12th year
- 3% at the beginning of the 15th year
- 4% at the beginning of the 18th year
- 5% at the beginning of the 20th year

Such experience pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service with the County of San Mateo, for the classification of Deputy Sheriff and District Attorney Inspector based on total years of California Peace Officers Standards and Training (POST) qualified peace officer experience service for the County of San Mateo and/or on total years of qualified California correctional officer experience service for the County of San Mateo. Such experience pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service, for the classification of Sheriff's Correctional Officer based on total years of qualified California correctional officer experience service for the County of San Mateo. This experience pay shall be calculated as the above stated percentage of the employee's current step base pay. Base pay shall be defined as the base salary listed in the County salary schedules and shall not include employer pick up of the employee's retirement contribution, or any differentials or premium pays.

10. The Deputy Sheriff's Association will not pursue or support any ballot measure for a wage increase during the term of this MOU.

Made and entered into this ____ day of June, 1999.

Deputy Sheriff's Association

Jerry Grochowski
President, DSA

William Britschgi
Vice President, DSA

Mary Ganley
Secretary, DSA

County of San Mateo

John L. Maltbie
County Manager

Mary Welch
Director, Employee and Public Services

Don Horsley
Sheriff

James P. Fox
District Attorney

Tim Sullivan
Employee Relations Manager

Capt. John Cuneo
Sheriff's Office

Sideletter Experience Pay

This sideletter supplement and clarifies the definition of qualifying experience for Experience Pay (Article 7).

1. Individuals who worked for the County of San Mateo in the classifications of Deputy Sheriff, Sheriff's Correctional Officer or District Attorney Inspector and who separated their employment with the County may count such prior service toward Experience Pay if they transfer back to the County into the classification of Deputy Sheriff, Sheriff's Correctional Officer or District Attorney Inspector.
2. The following three provisions apply only to individuals who were employed by the County of San Mateo in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector as of June 27, 1999:
 - Individuals who served in the classification of Booking Clerk in the County of San Mateo (prior to the establishment of the Correctional Officer classification) may count such service toward Experience Pay.
 - Individuals who served in the classification of Deputy Sheriff I in the County of San Mateo (prior to the establishment of the Correctional Officer classification) may count such service toward Experience Pay.
 - Individuals who served in the classification of Communication Dispatcher in the County of San Mateo may count such service toward Experience Pay.

Dated: June 22, 1999

Jerry Grochowski
President, DSA

Tim Sullivan
Employee Relations Manager

Memorandum of Understanding

between

County of San Mateo

and

Law Enforcement Unit
(Teamsters, Local 856)



October 20, 1996 - June 24, 2000

**LAW ENFORCEMENT UNIT
Memorandum of Understanding**

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MEMORANDUM OF UNDERSTANDING

Teamsters Union Local 856 and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 20, 1996, and ending June 24, 2000.

Section 1. Recognition

Teamsters Union Local 856, hereinafter referred to as the "Union", is the recognized employee organization for the Law Enforcement Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

Section 2. Union Security

2.1 Dues Deduction

The Union may have the regular dues of its members within the representation unit deducted from employees' pay checks under procedures prescribed by the County Controller. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the County, and shall continue: (1) until such authorization is revoked, in writing, by the employee; or (2) until the transfer of the employee to a unit represented by another employee organization. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

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 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 three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- C. For purposes of this section, a supervisor or supervisory employee 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 journeyman, 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.
 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 Employee and Public Services (EPS) with copies of the financial report which the Union annually files with the 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 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.

2.3 Communications with Employees

The Union 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 business, such as times and places of meetings, provided such use does not interfere with department needs. The Union may distribute materials to unit employees through County mail distribution channels if approved by the EPS Director. This privilege may be revoked in the event of abuse after the Director consults with Union representatives. Any Union representative shall give the Department Head or his/her representative at least twenty-four hours advance notice when contacting department employees during the duty period of the employees, provided that solicitation for membership and other internal union 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 Union and the department head and when made shall continue until revoked.

2.4 Use of County Buildings

County buildings and facilities may be made available for use by County employees or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or department head concerned.

2.5 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

Section 3. Union Representatives

County employees who are official representatives of the Union 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 per Union or one per representation unit, whichever is greater, 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. Supervisory employees shall not represent non-supervisory employees in a grievance procedure.

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 Union from consulting or raising 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 Union, if affected by the action, shall be promptly

notified. The EPS 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 or legitimate employee organization activities 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.

Section 6. Salaries

- 6.1 The salary ranges for all employees in the Law Enforcement representation unit will be as set forth in the Exhibits attached hereto and made a part hereof.
- 6.2 Except as herein otherwise provided, the entrance salary for a new employee entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the EPS Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The EPS Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a Y rate by the Board of Supervisors.
- 6.3 Permanent and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full payperiod.
 - (1) After completion of 1040 regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the class. If an employee is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
 - (2) After completion of 2080 regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the class until the top of the range is reached.
 - (3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:

- if the merit increase period is completed during the first week of a payperiod the increase will be made effective the start of the then current pay period.
- if the merit increase period is completed during the second week of a payperiod the increase will be made effective with the start of the next period.

(4) Upon the recommendation of the appointing authority and approval by the EPS Director, employees may receive special merit increases at intervals other than those specified in this Section. The EPS Director's decision shall be final.

6.4 Employees shall be considered for salary step increases according to the date of their appointment or the revised salary adjustment hours balance. Changes in employees' salary because of promotion, upward reclassification, postponement of salary step increase or special merit increase will set a new salary adjustment hours balance for that employee, which balance shall be as stated in the preceding paragraph.

Employees who are rejected during the probationary period and revert to their former class shall return to the salary adjustment hours balance held in the former class unless otherwise determined by the EPS Director. The salary adjustment hours balance for an employee shall not be affected by a transfer, downward reclassification or a demotion.

A permanent employee accepting provisional employment in a higher or different class in the County Classified Service, who reverts to the former class, shall retain the salary adjustment hours balance in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a class will not set a new salary adjustment hours balance for employees serving in that class.

Upon recommendation of the appointing authority and approval of the EPS Director provisional, temporary, seasonal and extra help employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon recommendation of the appointing authority and approval by the EPS Director, continuous service in a provisional, temporary, or extra help capacity shall be added to service in a regular established position for purposes of determining an employee's salary adjustment hours balance, eligibility for salary increases, and vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight consecutive calendar days during which the employee was not in a pay status, except when the employee is absent due to an injury or disease for which he/she is entitled to and currently receiving Worker's Compensation benefits.

6.5 Salary Step When Salary Range Is Revised

Whenever the salary range for a class is revised, such incumbent in a position to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided by the Board of Supervisors.

6.6 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to or greater than the minimum base rate for the higher class, he/she shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, voluntarily or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the EPS Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the employee's class, and designate such rate of pay as a Y rate.

6.7 Reclassification of Position

An employee in a position reclassified downward shall have the right to either (1) transfer to a vacant position in their present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continue in the same position in the lower class at a "Y" rate of pay when their pay is higher than the maximum step of the salary range for the lower class.

6.8 "Y" Rate Process

When an employee is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

6.9 Salary Step Defined

For purposes of salary administration in this contract a step is defined as 5.74%.

Section 7. Days and Hours of Work

The standard work week for employees occupying full-time positions consists of 40 hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe. Except as hereinafter provided, County offices shall be open for business from 8:00 a.m. to 5:00 p.m. every day except Saturdays, Sundays and holidays. With the County Manager's approval, department heads may make such changes to the schedule of office hours as public convenience or necessity may require.

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 work week, 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 shall be considered as time worked. 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.

8.3 Work Groups

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

- (1) Work Group 1: Employees in Work Group 1 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, 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.

- 8.4 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.

8.5 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 6 minutes.

- 8.6 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/her class. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.
- 9.2 Employees shall be paid shift differential for all hours so worked between the hours of 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.

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 \$2.20 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. The on-call rate shall be increased to \$2.50 effective 3/23/97, and to \$2.60 effective 10/18/98.

Section 12. Bilingual Pay

A salary differential of \$35.00 biweekly shall be paid incumbents or positions requiring bilingual proficiency as designated by the appointing authority and EPS Director. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County

and the decision of the EPS Director is final. The Union shall be notified when such designations are made.

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. Limits to the amount of reimbursable expense may be set by the EPS 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 EPS 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 EPS Department who shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees, but may not include costs of books or materials which become the property of the employee.

Section 14. Career Incentive Allowance for Law Enforcement Officers

Effective the first full pay period following ratification, employees in the classes of Corrections Officer, Coroner's Investigator, Deputy Sheriff, District Attorney's Inspector, and Senior Attorney's Inspector who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to receive an incentive equating to 2.5% of base pay per biweekly pay period in addition to all other compensation if they possess the intermediate Peace Officers Standards and Training (POST) Certificate, or 5% of base pay per biweekly pay period if they possess the Advanced POST Certificate issued by the Commission of Peace Officer Standards and Training of the California State Department of Justice. These incentives will apply to Corrections Officers who possess the POST recognized equivalencies for the intermediate and advanced certificates. The permanent status requirement shall not apply to probationary employees who have laterally transferred to San Mateo County positions from other jurisdictions.

Section 15. Layoff and Reemployment

15.1 Notice of Layoff

The department head will give at least 14 days advance written notice to employees to be laid off unless a shorter period of time is authorized by the EPS Director.

15.2 Precedence by Employment Status

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional or probationary status are retained in the same class unless that employee has been offered the extra help, seasonal, temporary or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra help or seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary

Layoffs shall be by job class according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which an employee is required to be absent from his/her position due to an injury or disease for which he/she is entitled to and currently receiving Worker's Compensation benefits shall be included in computing length of service for purposes of determining seniority rights.
- (3) Time worked as an extra help or seasonal shall not count as County service.
- (4) Time worked in a permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two or more employees have the same seniority, the examination scores for their present classes shall determine seniority.

15.3 Procedures

- (1) Employees who are laid off shall have any of the following three choices:
 - (a) Taking a voluntary demotion within the 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.

- (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 EPS 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 subsection 15.2.
- (3) Pursuant to the Civil Service Rules, an employee may with the approval of the EPS Director and the gaining department head demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (4) At the sole discretion of the EPS Director, an employee may be allowed to transfer and displace a less senior employee in a position 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.

15.4 Names of Employees Laid Off to be Placed on Re-employment and General Eligible Lists:
The names of employees laid off shall be placed on re-employment eligible lists as hereinafter specified. Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of, or subsequent to, the date they were laid off.

The departmental reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in section 15.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked. The general reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative

seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 15.4 shall not apply to employees who have accepted severance pay upon termination of employment.

15.5 Abolition of Position

The provisions of Section 15 shall apply when an occupied position is abolished resulting in a classified employee losing status in his/her assigned class in his/her assigned department.

Section 16. Severance Pay

If an employee's position is abolished and he/she is unable to displace another County employee as provided in Section 15, he/she shall receive reimbursement of 50% of the cash value of his/her unused sick leave; provided that such employee shall be eligible for reimbursement only if he/she remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, he/she will not be entitled to the aforementioned reimbursement.

Section 17. Holidays

17.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. 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 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 The holidays in this County are:

- | | | |
|------|--|--------------------------------------|
| (1) | January 1 | (New Years Day) |
| (2) | Third Monday in January | (Martin Luther King, Jr.'s Birthday) |
| (3) | February 12 | (Lincoln's Birthday) |
| (4) | Third Monday in February | (Washington's Birthday) |
| (5) | Last Monday in May | (Memorial Day) |
| (6) | July 4 | (Independence Day) |
| (7) | First Monday in September | (Labor Day) |
| (8) | Second Monday in October | (Columbus Day) |
| (9) | November 11 | (Veterans Day) |
| (10) | Fourth Thursday in November | (Thanksgiving Day) |
| (11) | Fourth Friday in November | |
| (12) | December 25 | (Christmas Day) |
| (13) | Every day appointed by the President of the United States or Governor of California to be a day of public mourning, thanksgiving or holiday. Granting of such holidays shall be discretionary with the Board of Supervisors. | |

If the Legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

- 17.3 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 vacation accumulation, the employee shall be paid for the holiday on the basis of straight time but not to exceed eight hours for any one 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 18. Vacations

18.1 Vacation Allowance

Employees, excluding extra help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules. Such accrual shall be prorated for any employees, except extra help, who work less than full-time during a pay period.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.

- (6) After the completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No employee may carry an accumulation of more than 52 payperiods' vacation accrual at any one time. However, employees may accrue unlimited vacation time in excess of the maximum when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of 13 full biweekly pay periods of continuous service.
- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra help do not accrue vacation credits, except that the service of an employee in an extra help capacity may be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra help or seasonal capacity may not be included if it preceded a period of over 30 days during which the employee was not in a pay status.

18.2 Vacation Schedule

The time at which employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be considered in scheduling vacations and in giving preference as to vacation time.

18.3 Vacation Allowance for Separated Employees

When an employee is separated from County service any remaining vacation allowance shall be added to the final compensation.

18.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 10.

Section 19. Sick Leave

19.1 Accrual

All employees, except extra help or seasonal, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be pro-rated for employees, except extra help or seasonals, who work less than full-time during a pay period. For purposes of this Section absence in a pay status shall be considered work.

19.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The employee's illness, injury or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional.
- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The employee's attendance on an immediate family member who is ill.
- (4) The employee's preparation for or attendance at the funeral of a member of the immediate family.
- (5) The employee's attendance to an adoptive child for up to six weeks immediately after the arrival of the child in the home.

For this section immediate family means parent, spouse, domestic partner, son, daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

19.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, he/she shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means. Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

The department head may require a physician's statement from an employee who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request.

19.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than 6 minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 10.

19.5 Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position he/she may receive credit for such extra help or seasonal period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight consecutive days in which an employee was not in a pay status.

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. No portion of sick leave credits for which an employee received compensation at the time of or subsequent to the day of layoff shall be restored.

19.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination that an employee is not capable of properly performing his/her duties, he/she may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

19.7 Use of Sick Leave While on Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee: (1) was hospitalized during the period for which sick leave is claimed, or (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or (3) was preparing for or attending the funeral of a member of the immediate family. No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within the pay period during which the employee returns to work.

19.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.

19.9 Catastrophic Leave

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- (1) The receiving employee is a permanent full or part-time employee whose participation has been approved by his/her department head;
- (2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or

condition. (The Department Head may require that the condition be confirmed by a doctor's report);

- (3) The receiving employee has or will have exhausted all paid time off;
- (4) The receiving employee must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Comp time may be transferred only by employees in work groups 1, 4, and 5. Sick leave may be transferred at the rate of one hour of sick leave for every four hours of other time (i.e., holiday, vacation, or comp time). Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. Donations must be a minimum of 8 hours and thereafter in whole hour increments. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

Appeal Rights

Employees denied participation in the program by the department head may appeal to the EPS Director and the County Manager whose decision shall be final.

Section 20. Leaves of Absence

20.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same or equivalent class, in the same department as held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this Section 20 shall abridge an employee's rights under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 20.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 biweekly pay periods.

Approval and Appeals: Initial approval or disapproval of any leave of absence shall be by the department head; leaves of absence of more than 2 biweekly pay periods must also be approved by the EPS Director. Denials in whole or in part at the department head level may be appealed to the EPS Director whose decision shall be final.

20.2 Benefit Entitlement

Employees on leaves of absence without pay for more than one month shall not be entitled to payment by the County of their health, dental, life or long term salary continuation insurance premiums, except as provided hereinafter. Entitlement to County payment of premiums shall end on the last day of the month in which the employee was absent one full calendar month. An employee granted a leave of absence without pay due to his/her illness or accident shall be entitled to have one month's insurance premiums paid by the County for each year of County service, or major fraction thereof, to a maximum of 12 months payment of premiums.

20.3 Seniority Rights and Salary Adjustments

Authorized absence without pay for either: (1) a leave of absence for personal reasons; (2) a leave of absence on account of illness or injury not compensated through Worker's Compensation benefits; or (3) a leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

20.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

(A) Definition: Disability leave with pay is an employee's absence from duty with pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.

(B) Payment: Payment of disability leave shall be at the base pay of the employee and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.

(C) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave, an employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the State Compensation Insurance Fund or County Workers Compensation Adjustor has declared the illness or injury compensable under Workers Compensation Law and has accepted liability on behalf of the County, or the Workers Compensation Appeals Board has ordered benefits to be paid.

- (D) Length of Job Incurred Disability Leave With Pay: Except for Safety members of the Retirement System, eligible employees shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of 90 calendar days for any one illness or injury. Safety members, as defined in the Government Code and in determinations made by the San Mateo County Board of Retirement, may be found eligible for disability leave up to a maximum of 26 biweekly pay periods. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.
- (2) Job Incurred Disability Leave Without Pay
 - (A) Definition: Disability leave without pay is an employee's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled employee has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.
 - (B) Application for and Approval of Job Incurred Disability Leave Without Pay: To receive disability leave without pay an eligible employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the appointing authority to evaluate the request. The employee must attach a physician's statement certifying to the nature, extent and probable period of illness or disability.
 - (C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed 26 biweekly payperiods for any one injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed 32 biweekly pay periods. However, Safety members of the Retirement System may be allowed a maximum of two years for any one injury total disability leave. If an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

20.5 Leave of Absence Without Pay

- (1) Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves of absence without pay under this Section.
- (2) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leave of absence without pay for personal reasons up to a maximum of two biweekly pay periods.
- (3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom may be granted for a maximum of 26 full biweekly payperiods.

Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.

- (4) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave.
- (5) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.

20.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

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 by direction of proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay for each day the employee serves on the 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 an employee's usual official duties or in connection with a case in which the County of San Mateo 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.

20.8 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the

appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

- (2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for four or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty days after the first day of absence without leave a person makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

20.9 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay employees must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request. The County may, after approval of an employee's application, grant leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least 13 biweekly pay periods of continuous service and who are not extra help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. 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 agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	Fifty-two biweekly pay periods
22 to 43 workdays	Twenty-six biweekly pay periods
6 to 21 workdays	Thirteen biweekly pay periods

Section 21. Hospitalization and Medical Care

- 21.1 (1) The County shall contribute the following maximum biweekly amounts, for Kaiser, Blue Shield and Aetna, to provide hospital and medical care benefits for an individual employee and eligible dependents:

	<u>Kaiser</u>	<u>Blue Shield</u>	<u>Aetna</u>
Employee Only	\$67.59	\$78.00	\$67.67
Employee and 1 Dependent	127.74	143.22	125.09
Employee and 2 or more Dependents	170.31	206.69	159.66

- (2) Premium Decreases Any premium decreases shall be shared between the employees and the County in proportion to what each is currently paying at the time of the decrease.

- (3) Premium Increases For premium increases up to the December 31, 1995 premium, the County and employees will share the premium increase in proportion to what each is paying. For premium increases above the December 31, 1995 premium, the County will pay 65% of the premium increase for Kaiser and Blue Shield, and 85% of the increase for Aetna.
- 21.2 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, the County will pay 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.
- 21.3 Unless otherwise provided in this MOU, employees whose employment with the County is severed by reason of retirement prior to March 23, 1997, shall be reimbursed by the County for unused sick leave at time of retirement as follows: For each 8 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health coverage or for dental 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 \$75 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay health or dental 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.

Effective March 23, 1997, the following changes shall be made to reimbursement of unused sick leave at the time of retirement:

Retirees Under Age 65 or Over Age 65 but not covered by Medicare

For each 4 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health coverage or for dental 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 \$125 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay health or dental premiums on said employee for a period of 100 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.

Retirees Over Age 65 covered by Medicare

For each eight hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health coverage or for dental 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 \$125 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay health or dental 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.

- 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.

Section 22. Dental Care

- 22.1 The County shall contribute a sum equal to 90% of the premium for the County Plan and the Safeguard Plan. 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 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 additional and/or alternate medical and/or dental plan(s).
- 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.

Section 25. Life Insurance

- 25.1 The County shall provide \$1,000 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 Coroner's Investigator 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 on or off the job.
- 25.3 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for employee, \$125,000 for spouse, and \$10,000 for dependents.

Section 26. Retirement Contributions

The County shall continue to assume 15% of the employee's retirement contributions for employees represented by the Union who are safety members of the Retirement System.

Section 27. Long Term Disability Insurance

The County shall continue to provide its present long term income protection plan for permanent employees at no cost; provided, however, that in order to be eligible, employees must have been employed by the County for 3 or more years. The maximum monthly salary cap is \$2000. The County will extend coverage to all otherwise qualified permanent employees. Benefits for psychiatric disabilities that result from stress, depression or other life events are restricted to 2 years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of 65. For disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of 6 full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

Section 28. Uniform Allowance/Safety Equipment

- 28.1 Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive \$600.00 per annum in additional compensation to cover the cost of maintaining such uniforms and equipment; such payment shall be made on the regular pay warrant that covers each new employee's date of employment or for current employees, on the regular pay warrant that covers the employment anniversary date. This uniform allowance is increased to \$650 effective July 1997.

- 28.2 The County will provide bulletproof vests to department personnel consistent with departmental general order.
- 28.3 Identification Clerks working in the Sheriff's Department who are required to wear uniforms shall receive a uniform allowance as follows: An initial payment of \$375.00 shall be made when the employee is hired by or transferred into a Division requiring uniforms. A maintenance allowance of \$375.00 shall be made each year on their anniversary date for current employees. The above payments shall be made on the employment or transfer anniversary date for new employees. Such payments are made for uniform needs for the preceding year and employees shall make any required purchases to maintain uniforms within 30 days of receipt of payment. Effective July 1, 1997, the above amounts shall be increased to \$400.00. Should the Sheriff's Department change its required uniform, the County shall meet and confer concerning such change and the cost of purchasing new uniforms.

Section 29. Promotion

29.1 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job class may compete.
- (2) General Promotional Examinations: Permanent and probationary employees who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names are on a reemployment list are also eligible provided they had served at least 6 months prior to lay off.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least 6 months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Veterans preference shall not apply to promotional examinations.

29.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classes examined.

- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classes examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list his/her name shall be removed from the promotional list and placed on the open competitive eligible list for that class in accordance with his/her final score.

29.3 Probationary Period

Permanent employees who are promoted to a higher class shall undergo the probationary period prescribed for the higher class, but shall have the right to demote to their former class in their former department if rejected during their probationary period if a vacancy in their former class exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

Section 30. Reallocation of Position

Upon reclassification of filled positions, the EPS Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

- (1) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, incumbents may accept a demotion in the reallocated position. If neither of these options are exercised, the lay off procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.
- (3) Upward: The EPS Director will grant status to the incumbent when either: 1) there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least 6 months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

Section 31. Change of Assigned Duties

No employee shall be required regularly to perform duties of a position outside of the class to which appointed. However, employees may be assigned temporarily duties outside their classes. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

Section 32. Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if he/she has worked in such class for 5 consecutive workdays, he/she shall be entitled to payment for the higher class, as prescribed for promotions in subsection 6.6 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the incumbent's temporary or permanent absence;
- (2) The employee performs the duties regularly performed by the absent incumbent and such duties are clearly not included in the job description of his/her regular class;
- (3) The temporary assignment to work out of classification which extends beyond twenty working days be approved by the EPS Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to EPS. If EPS does not approve pay for work in the higher class which exceeds 20 workdays, the employee will be so notified and have the opportunity to discuss this matter with the EPS Director whose decision shall be final.

Section 33. Probationary Period

- 33.1 Probationary employees shall undergo a probationary period of 6 months unless a longer period is prescribed by the Civil Service Commission for their classes. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the EPS Director; however, no probationary period shall exceed 12 months except as stipulated below. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of his/her normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment. Certain positions in the unit may have probation periods established by the Civil Service Commission of 18 months. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of his/her normal duties, the probation period for the primary job will be extended for the duration of the reassignment. If an employee is in a class that has an 18 month probation period there shall be no extension.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

- 33.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a re-employment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to a lower class shall be given permanent appointments in the lower class.

- 33.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different class than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 33.4 The appointing authority may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 34, except when the employee alleges the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefor, at once. The EPS Director may, upon request by an employee rejected during the probationary period, restore his/her name to the eligible list for that class. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.
- 33.5 Permanent employees who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred. Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If unsuccessful in the new probationary period, the employee will be terminated from County service. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the EPS Director, examinations to demonstrate qualifications may be required before transfers between separate classes can occur.

If a new probationary period is in force, the employee shall have a 28 day window period from the date of transfer to elect to return to their former position. If an employee is rejected at a point beyond the window period and he/she had prior permanent status, he/she shall have the right to return to their former department if a vacancy exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, the employee shall be removed from County service.

- 33.6 Probationary employees who are injured on the job and are off work receiving 4850 pay shall have any time off work in excess of 30 days added to their probation period. If an employee has not completed at least 90 days of service, the probation period will start over when the employee returns to work.

Section 34. Dismissal, Suspension Reduction in Step or Demotion for Cause

The appointing authority may dismiss, suspend, reduce in step or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. An employee may either appeal such dismissal, suspension or demotion to the Civil Service Commission or file a grievance in accordance with subsection 35.2. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. Grievances filed in accordance with subsection 35.2 must be filed within fourteen calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the EPS Director within 14 calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 35.2 of this MOU. A permanent classified employee may be dismissed, suspended or demoted for cause only.

Section 35. Grievances

35.1 A grievance is 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 not being subject to the grievance procedure.

35.2 Grievances shall be processed in the following manner:

(a) Step 1. Department Head and/or the Designated Representative

Any employee who believes that he/she has a grievance may discuss his/her complaint with such management official in the department in which he/she works as the department head may designate. If the issue 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, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the EPS Director.

(b) Step 2. Employee and Public Services Director

Any employee or official of the Union may notify the EPS 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 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 14 calendar days of the above specified action. The EPS Director or his/her representative, who in the case of a grievance alleging discrimination shall be the Affirmative Action Coordinator, shall have 25 workdays in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with Union officials, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(c) 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.

(d) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, either the Union 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. The question 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 and the County. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

35.3 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 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 35.1.
- (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 arbitrator shall 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 EPS Director in pursuance of the procedures outlined in subsection 35.2 (b), or the Adjustment Board in pursuance of the provisions of subsection 35.2 (c) resolve 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.

35.4 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.

35.5 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 of operations of management or of employees not covered by this MOU.

35.6 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.
- (b) All grievances of employees in representation units represented by the Union 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) of subsection 35.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- (c) No action under Section 35.2 (b) 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.
- (d) 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 EPS Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

35.7 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 EPS 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:

(a) Step 1. Employee and Public Services Department

The employee or any official of the Union shall notify Employee Relations in writing of the alleged punitive transfer. Employee Relations shall have 20 workdays 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.

(b) Step 2. Advisory Panel

If the parties are unable to satisfactorily resolve the dispute, the employee may have the appeal submitted to a 3 member panel comprised of 2 members of the Civil Service Commission and 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 EPS 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 1 Civil Service Commissioner and the Sheriff shall choose a second Commissioner. These 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 2 commissioners selected by the employee and the Sheriff cannot agree on a third member, the EPS Director shall choose the third member.

Upon conclusion of its hearing the panel shall present its finding of fact and recommendations to the EPS 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 EPS Director shall be final.

Section 36. Retirement Plan

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. Also for participants hired on or after July 1, 1997, the retirement annuity shall be calculated based on their average salary for their thirty-six (36) highest consecutive months of service.

Section 37. Separability of Provisions

If any provision of this MOU is declared illegal or unenforceable by a court of competent jurisdiction, that provision shall be null and void but such nullification shall not affect any other provision of the MOU, all of which other provisions shall remain in full force and effect.

Section 38. Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.

Made and entered into this 2nd day of April, 1997.

For Teamsters Union Local 856

For the County of San Mateo

Frank Parish, Teamsters Local 856

John Maltbie, County Manager

Charles C. Carr, Sheriff's Office

Mary Welch, Employee and Public Services

Ben Rose, Sheriff's Office

Tim Sullivan, Employee Relations

Gordon Deeg, Sheriff's Office

Commander Bill Pedrini, Sheriff's Office

EXHIBIT B

1. Employees assigned to perform investigative work as detectives 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 service in an investigative 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.
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 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.
6. 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.
7. Employees in the classes of Criminalist I/II, District Attorney's Inspector, Forensic Specialist I/II, Senior District Attorney's Inspector, Sheriff's Identification Clerk, Sheriff's Property Officer I/II and Supervising Forensic Specialist shall receive Six Dollars (\$6.00) per biweekly pay period.
8. 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.
9. 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.

February 25, 1997

Mike McLaughlin
Teamsters Union Local 856
185 Berry Street, Suite 3510
San Francisco, CA 94107-1729

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of October 20, 1996, through June 24, 2000.

1. Forensic Series Equity Increase. Effective February 9, 1997, an equity increase of 2.5% shall be granted to the classifications of Forensic Specialist I and II and Forensic Supervisor.

1. Retiree Health.
 - A. The County will continue to place a sum equivalent to a 1/2 percent salary increase in an interest bearing account to defer the cost of retiree health for all Unit employees retiring after August 27, 1994. Effective October 18, 1998, the County will contribute a sum equivalent to an additional 1/2% salary increase to the fund. The funds will be distributed to eligible retirees in the following manner:
 1. On a monthly basis until December 11, 1999, the County will use the above-described fund to contribute toward retiree health benefits for those employees retiring in the timeframe described above.
 2. For retirees in the Employee Only tier of a health plan, the County will contribute an amount equal to the Kaiser Employee Only premium less \$75.00 or \$125.00 (as provided in Section 21.3). For retirees in the Employee Plus One or Employee Plus Family tier of a health plan, the County will contribute an amount equal to the Kaiser Employee Plus One premium less \$75.00 or \$125.00.
 - B. The contributions described in A.2 above will cease with the pay period ending December 11, 1999, or earlier should the fund be exhausted.
 - C. Any monies remaining in the fund when contributions end in December 1999, will be distributed either: (1) To all current employees in the Unit as of December 1999 and all employees who retired between October 20, 1996 and December 11, 1999, pro-rated for the number of pay periods worked in that period; or (2) In any other manner mutually agreeable to the parties.

2. 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 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 5 x 8 plan.
- Detention and Custody Division, Personnel, and Redwood City Patrol - the Twelve (12) plan
- Civil Process - the Ten (10) plan
- Transportation - the Eight (8) plan

- 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. Such selection shall occur at least annually and normally on January 1 or 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.

3. 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 Union. As a matter of policy, however, employees shall be given two weeks' notice of a permanent transfer between divisions except in cases of emergency.

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

Dated: _____

APPROVED AND ACCEPTED:

Union

County of San Mateo

By _____

By _____

**SUPPLEMENTAL AGREEMENT
BETWEEN
SAN MATEO SHERIFF'S DEPARTMENT
AND
TEAMSTERS UNION LOCAL 856**

The Sheriff's Department and Union agree to the use of extra help former San Mateo County Deputy Sheriffs as follows:

"Their primary need/use is as bailiffs when the incumbent deputies are off on vacation or disability. They will also be used for pro tems. In addition, they will work the fourth floor holding area (however, we will continue to utilize this position for suitable deputies who have a need for temporary light duty) and sick calls in transportation/court security after reasonable attempts to offer the overtime to full-time sheriff's deputies have failed. When extra help deputies have worked 960 hours during a fiscal year they will no longer be utilized until they become eligible again, the next fiscal year."

Should circumstance arise (other than a declared emergency or a one time use) where the Sheriff's Department wants to expand or change the above, it shall give advance notice to the Union of any such proposed change and the Sheriff's Department will satisfy its obligation to meet and confer with the Union on this subject matter.

**SAN MATEO COUNTY
EMPLOYEE AND PUBLIC SERVICES DEPARTMENT
Inter-Departmental Correspondence**

DATE: April 3, 1997

TO: Honorable Board of Supervisors

FROM: Mary Welch, Employee and Public Services Director
Tim Sullivan, Employee Relations Manager

SUBJECT: Memorandum of Understanding with Teamsters Local 856

RECOMMENDATION

Adopt a resolution implementing the Memorandum of Understanding with Teamsters Local 856, representing the Law Enforcement Unit.

DISCUSSION

Teamsters Local 856 ratified the County's contract offer on April 2, 1997. The following summarizes the major agreements in the Memorandum of Understanding which covers the period of October 20, 1996 to June 24, 2000:

- **General Salary Increases**
Salaries will be increased by 2% effective March 23, 1997; 2% effective October 19, 1997; 2% effective April 19, 1998, 3% effective October 18, 1998, and 3% effective October 17, 1999.
- **Equity Increases**
A 2.5% equity increase for the classifications of Forensic Specialist I/II and Supervising Forensic Specialist effective March 23, 1997.
- **Career Incentive Allowance**
The POST premium is expanded to include Coroner's Investigators effective March 23, 1997.
- **Uniform Allowance**
The uniform allowance for sworn personnel is increased to \$650 effective July 1997. The uniform allowance for non-sworn personnel is increased to \$400 effective July 1997.
- **Retirement**
For employees hired on or after July 13, 1997, the Plan 2 COLA will be reduced from 3% to 2% and retirement calculation will be based on the average of the three highest years salary instead of the single highest year.

- **On-Call Pay**
On-call compensation is increased from \$2.20 per hour to \$2.50 per hour effective March 23, 1997, and to \$2.60 effective October 18, 1998.
- **Retiree Medical Coverage**
For safety employees retiring on or after November 1, 1996, who are not Medicare eligible, conversion of unused sick leave will be increased from \$75 for each 8 hours to \$125 for each 4 hours effective March 23, 1997. For all other Unit employees, conversion will be increased from \$75 for each 8 hours to \$125 for each 8 hours effective April 6, 1997.

Employees will continue to defer 1/2% of salary to supplement retiree health. Effective October 18, 1998, the County will contribute an additional 1/2% of salary to be used to supplement retiree health.

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.

- **Health, Dental, Vision and Life Insurance Benefits**
The County will pick up sixty-five percent of the Kaiser and Blue Shield premium increases and eighty-five percent of the Aetna premium increases.

The Kaiser Emergency Room co-pay is increased from \$5.00 to \$25.00.

The County will continue to pick up 90 percent of premium contributions for dental.

The County will continue to pick up 100 percent of premium contributions for the vision plan.

FISCAL IMPACT

The total cost of the changes is approximately \$1,082,000 over the forty-four month term of the contract.

RESOLUTION NO. _____

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA**

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**RESOLUTION RATIFYING AND ADOPTING
THE MEMORANDUM OF UNDERSTANDING
WITH
TEAMSTERS, LOCAL 856 (LAW ENFORCEMENT UNIT)**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and ratification a Memorandum of Understanding with Teamsters Local 856, reference to which is hereby made for further particulars, which provides for benefits for the period commencing October 20, 1996, and ending June 24, 2000; and

WHEREAS, this Board has examined and approved the Memorandum of Understanding as to both form and content and desires to ratify and adopt the same:

NOW, THEREFORE IT IS HEREBY DETERMINED AND ORDERED that this Board of Supervisors hereby ratifies and adopts said Memorandum of Understanding and approves the schedules of compensation and benefits set forth therein.

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Summary of MOU with the Law Enforcement Unit

Term: 44 months (10/20/96-6/24/00)

Salary Increases: 2% (3/23/97), 2% (10/19/97), 2% (4/19/98), 3% (10/18/98),
3% (10/17/99)

Equity Increase: Effective 3/23/97, 2.5% equity for Forensic Specialist I/II and Supervising Forensic Specialist.

Career Incentive Allowance: Expand to include Coroner's Investigator (3/23/97)

On-Call: Increase to \$2.50 (3/23/97), and to \$2.60 (10/18/98)

Uniform Allowance: Increase to \$650 (7/97)

Increase uniform allowance for ID Tech to \$400 (7/97)

Provide Safety Shoes annually to ERT and SWAT as needed

Dues Deductions: Establish a two-tier deduction to allow Teamsters 856 to pay long-term disability insurance coverage

Medical:

Kaiser: \$25 Emergency Room Co-pay effective 5/1/97

The County picks up 65% of Kaiser premium increases.

Blue Shield: The County picks up 65% of premium increases.

Aetna: The County picks up 85% of premium increases.

Retiree Medical: For Correctional Officers, Deputy Sheriffs, District Attorney Inspectors and Senior District Attorney Inspectors, increase sick leave conversion to \$125 for each 4 hours of sick leave (effective 3/23/97). Remove sick leave accrual cap.

For Correctional Officers, Deputy Sheriffs, District Attorney Inspectors, and Senior District Attorney Inspectors over the age of 65 who are Medicare eligible, increase sick leave conversion to \$125 for each 8 hours of sick leave (effective 3/23/97). Remove sick leave accrual cap.

For all other employees, increase sick leave conversion to \$125 for each 8 hours of sick leave (effective 3/23/97). Remove the sick leave accrual cap.

Employees will continue to defer 1/2% of salary to supplement retiree health. Effective 10/18/98, the County will contribute an additional 1/2% of salary to be used to supplement retiree health.

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.

Retirement: For employees hired on or after 7/13/97, Plan 2 COLA reduced to 2% and retirement calculated on average salary of highest 36 consecutive months rather than single highest year.

Kaiser Savings Pool: Savings to be allocated to the retiree medical fund.