

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SAN MATEO AND THE ORGANIZATION OF SHERIFF'S
SERGEANTS**

WHEREAS, the term of the current Memorandum of Understanding between the County and the Organization of Sheriff's Sergeants concludes on October 7, 2006 and permits reopeners to negotiate specified matters within specified years; and

WHEREAS, the Organization of Sheriff's Sergeants entered into negotiations and agreement has been reached on the reopener for 2004; and,

WHEREFORE, the parties agree as follows:

1. Effective January 1, 2006, the second paragraph of Section 8.2 shall be amended to read as follows:

“For purposes of determining eligibility for overtime compensation, any absence with pay, except sick leave, shall be considered as time worked. Sick leave will be considered as time worked under the following conditions:

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called into work from an On-Call status on Wednesday night and works 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.
- The potential overtime hours occur due to the employee being ordered or mandated to work the additional hours when not in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called on Wednesday night and ordered to report to work for 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.

Sick leave will not be considered as time worked under other circumstances. For example:

- If the employee is not in an On-Call status and is not ordered or mandated to work the additional hours, sick leave used in that overtime calculation period shall not be considered as time worked for the purposed of eligibility for overtime compensation. For example, an employee calls in sick for an 8 hour shift on Monday. The employee is not scheduled to work on Wednesday but either has previously signed up for 8 hours of voluntary overtime for that day, or is called at home and asked to work an 8 hour shift that day and agrees to do so voluntarily. In this case, the employee would code no sick

leave for Monday, but would, instead, code 8 hours of straight time for Wednesday. There would be no overtime and no deduction from sick leave balances.

The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime.”

2. Section 15.2 shall be amended as follows:

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

Effective January 1, 2005, for each 8 hours of unused sick leave at time of retirement, the County shall pay for one month's premium for health, dental, and/or vision coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the County shall not be obligated to contribute in excess of \$640 per month (e.g., if an employee retires with 400 hours of unused sick leave, the County will continue to pay \$640 toward health, dental and/or vision premiums on said employee for a period of 50 months). Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above. The \$640 amount above shall be increased to \$675 effective January 1, 2006.

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

3. Section 15.3 shall be amended as follows:

“Employees covered by this MOU shall have an amount equal to ½% of salary deducted from their paychecks. This deduction shall be credited to the County to be used to offset the costs of the retiree medical benefit described in 15.2 above.”

APPROVED AND ACCEPTED THIS 29TH DAY OF NOVEMBER, 2004:

ORGANIZATION OF SHERIFF'S SERGEANTS

COUNTY OF SAN MATEO
