



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Human Resources Department



**DATE:** July 11, 2011  
**BOARD MEETING DATE:** July 26, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Donna Vaillancourt, Human Resources Director  
Nicole McKay, Employee Relations Manager

**SUBJECT:** Memorandum of Understanding with Organization of Sheriff's Sergeants (OSS)

**RECOMMENDATION:**

Adopt a Resolution adopting the successor Memorandum of Understanding with the Organization of Sheriff's Sergeants (OSS) for the provision of salary and benefits for the term of October 8, 2006 through April 10, 2016.

**BACKGROUND/DISCUSSION:**

The current MOU was due to expire on October 12, 2013. OSS agreed to open their agreement to renegotiate several areas in order to allow the County to achieve ongoing structural changes in wages, health benefits, retirement and retiree health. This will contribute long-term savings toward eliminating the County's \$100+ million structural deficit. The membership has ratified the County's offer. OSS represents one percent of County employees in bargaining units. The following summarizes the major elements in the Memoranda of Understanding.

**Term**

October 8, 2006 – April 10, 2016 (Additional two years, six months)

**Wage Increase**

Wages are tied to the Deputy Sheriff's salary formula which was renegotiated earlier this year to remove the guaranteed minimum increase which saves the County more than \$325,000 annually for this bargaining unit. A 3% wage increase will be issued in January 2015 if a combined total of 3% based on the new formula has not been realized by that time.

**Health Benefits**

Effective April 1, 2011, the health premium cost sharing ratio decreased from 90% to 85% County paid for the HMO plans and from 80% to 75% County paid for the Point of

Service (POS) plan.

Effective May 1, 2011, all three medical plans had increases in co-pays.

### **Retirement**

New employees hired on or after January 8, 2012 will have the option to select one of two retirement tiers: 3% @ 55 with an additional 4% employee cost share or 2% @ 50 with no additional cost share. The current plan of 3% @ 50 will be closed.

New employees hired after August 7, 2011 will pay fifty percent of the retirement cost of living adjustment (COLA).

An actuarial report describing the changes (reductions) in retirement costs was presented to your Board on July 12, 2011.

The County currently pays 100% of the employee's contribution towards retirement. Effective upon ratification, the County will reduce its contribution to 75% of the employee's share.

County Counsel has reviewed and approved the Resolution as to form. Approval of this MOU contributes to Shared Vision 2025 of a Prosperous Community by ensuring cost-effective compensation structures for County employees.

### **FISCAL IMPACT:**

During the remaining term of this agreement, the County will realize savings of approximately \$1,406,000. The ongoing structural savings will be approximately \$616,000 per year. Retirement savings are estimated to be more than \$1,400,000 (cumulative) by year ten.

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION ADOPTING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE ORGANIZATION OF SHERIFF'S SERGEANTS(OSS) FOR THE PROVISION OF SALARY AND BENEFITS FOR THE TERM OF OCTOBER 8, 2006 THROUGH APRIL 10, 2016**

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

**WHEREAS**, here has been presented to the Board for its consideration and ratification a Memorandum of Understanding with Organization of Sheriff's Sergeants (OSS) reference to which is hereby made for further particulars, which provides for salary and benefits for the period commencing October 8, 2006, and ending April 10, 2016, 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 the Board of Supervisors hereby ratifies and adopts said Memorandum of Understanding and approves the schedules of compensation and benefits set forth therein.

\* \* \* \* \*

# Memorandum of Understanding

between

**County of San Mateo**

and

**Organization of Sheriff's Sergeants**

★★★

**October 8, 2006 - April 10, 2016**

**ORGANIZATION OF SHERIFF'S SERGEANTS  
Memorandum of Understanding**

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## MEMORANDUM OF UNDERSTANDING

The Organization of Sheriff's Sergeants and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 7, 2006, and ending April 10, 2016.

### **Section 1. Recognition**

The Recognized Employee Organization, hereinafter referred to as the "Organization", is the recognized employee organization for the Organization of Sheriff's Sergeants Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

### **Section 2. Dues Deductions**

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

### **Section 3. Organization Representatives**

County employees who are official representatives of the Organization 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 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.

### **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 Organization from consulting or raising grievances on decisions, which affect wages, hours and other terms and conditions of employment.

In the event of a change in the terms and conditions of employment, including changes to terms and conditions expressed in the County Ordinance Code, the Organization will be provided advance notice of the proposed changes and afforded the opportunity to meet and confer prior to implementation of the change.

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

**Section 5. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or legitimate employee organization activities against any employee or applicant for employment by the Organization, the County, or anyone employed by the County. To the extent prohibited by applicable state and federal law there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

**Section 6. Salaries**

The full time biweekly salary effective on January 10, 2010 for the class of Sergeant is:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Salary</b>	\$3512.00	\$3713.60	\$3927.20	\$4152.00	\$4390.40

The full time biweekly salary effective on January 10, 2010 for the class of Senior District Attorney Inspector is:

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Salary</b>	\$4004.80	\$4234.40	\$4476.80	\$4734.40	\$5005.60

Effective at the start of the first pay period in January of each year, the salary range for Sergeants will be adjusted to be 15% higher than the salary range for the classification of Deputy Sheriff and the salary range for Senior District Attorney Inspectors shall be adjusted by the same percentage as the increase for Deputy Sheriffs. These adjustments will be made after the salary survey for the classification of Deputy Sheriff is completed



in April of each year. The adjustment will be retroactive to the first pay period in January.

In addition to the salary provisions described above, employees in the classifications of Sergeant and Senior District Attorney Inspector shall receive experience pay at the following rates:

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

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

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

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

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

## **Section 7. Days and Hours of Work**

The standard work shift for employees occupying full-time positions in this unit consists of 40 hours in a 7-day period unless otherwise specified by the Board of Supervisors. For employees working twelve-hour shifts the standard work shift consists of 168 hours in a 28-day period. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

## **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 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. The employee has the choice of selecting monetary payment or time off. For employees working a twelve-hour shift, overtime shall be defined as hours worked in excess of 168 hours in a 28-day period.

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

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called into work from an On-Call status on Wednesday night 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 purposes 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.

## 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.
- 9.3 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.

#### **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 A of this Memorandum, and/or
- (3) eligible for and receiving Career Incentive Allowance for Law Enforcement Officers as provided in Section 12,

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 \$2.60 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.

#### **Section 12. Career Incentive Allowance for Law Enforcement Officers**

Employees in the unit 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 7.5% 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.

#### **Section 13. Severance Pay**

If an employee's position is abolished and he/she is unable to displace another County employee as provided in the Civil Service Rules, 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 14. Bilingual Pay**

A salary differential of Forty Dollars (\$40.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources 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 Human Resources Director is final.

#### **Section 15. Hospitalization and Medical Care**

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

15.2 Unless otherwise provided in this MOU, employees whose employment with the County is severed by reason of retirement on or after October 8, 2006, shall be reimbursed by the County for unused sick leave at time of retirement as follows:

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

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

15.3 Employees covered by this MOU shall have an amount equal to 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 benefits described in 15.2 above.

15.4 Effective July 10, 2011, existing employees who promote into the Sergeant classification will bring forward the retiree health benefits that they had as a Deputy Sheriff. If the employee elected to switch to the \$400 for each 8 hours of unused sick leave while a Deputy Sheriff, they are still required to pay the 1.6% cost share for a total of six years, per their agreement. After contributing for a total of six years, they will no longer have a

cost share for this benefit. Additionally, if the existing employees in the \$400 for 8 hours of unused sick leave plan retiree with 20 or more years of service with San Mateo County, they will receive an additional credit of 288 hours of sick leave. If the employee elected to remain in the \$675 for each 8 hours of unused sick leave plan as a Deputy Sheriff, once promoted to a Sergeant, their cost share will be reduced to 0.5%.

- 15.5 The County will provide up to a maximum of 288 hours of sick leave (3 years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188 hours of sick leave to their balance.
- 15.6 The surviving spouse of an active employee who dies may, if he/she elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age 50 or over with at least twenty years of continuous service.
- 15.7 The County will include coverage for young adult dependents and domestic partners in the health plans offered by the County. 15.8 The parties agree that benefit changes during the term of this MOU will be governed by any agreements reached with AFSCME regarding Hospitalization and Medical Care (Section 21), Dental Care (Section 22), and/or Vision Care (Section 23) and that such changes shall be extended to this Memorandum of Understanding. The intent of this paragraph is to memorialize a "me-too" agreement regarding medical, dental and vision benefits changes entered into with AFSCME.

15.8 Out of Area

Retirees who live in areas where neither Kaiser nor Aetna coverage is available, and who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected either:

- 1) At the time of retirement, or
- 2) During the annual open enrollment period for the County's health plans, provided the retiree has been continuously enrolled in one of the County's health plans at the time of the switch to this option.

Payment to the retiree will require the submission to the County of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to County payment of health premiums may also select the option of enrollment in an alternate health plan in the area of residence provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment

period rather than at the time of retirement s/he must have had continuous enrollment in a County-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County-offered health plan during a subsequent open enrollment period.

It is understood that the County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in this subsection. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

#### **Section 16. Dental Care**

- 16.1 The County shall contribute a sum equal to 90% of the premium for the County Plan and the Delta Dental PMI Plan. All employees must participate in one of these plans.
- 16.2 Young adult dependents and domestic partners are included in the County self-funded dental plan.

#### **Section 17. 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.

#### **Section 18. Change in Employee Benefit Plans**

During the term of the MOU, the County and Organization shall investigate the feasibility of offering additional and/or alternate medical and/or dental plan(s). The Organization 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 19. Retirement Contributions**

- 19.1 Effective October 17, 1999, employees shall be given an increase in the employer paid member contribution (Cal. Gov. Code Sec. 31639.85; "EPMC") from the present 50% to 100% of the employee's normal contribution to SAMCERA. The total EMPC shall be paid into the member's account.
- 19.2 Effective May 18, 1997, for employees with at least thirty years of continuous service and whose entire contribution to the retirement system is paid by the County due to their years of service, the County will contribute an amount equal to 100% of what their retirement contribution would have otherwise been to the employee's deferred compensation account.
- 19.3 Effective July 10, 2011, the employer paid member contribution will be reduced from the current 100% to 75% of the employee's normal contribution to SamCERA.

#### **Section 20. Retirement**

- 20.1 The County implemented the 3% @ 50 retirement benefit consistent with Government Code section 31664.1 effective January 1, 2005. The benefit enhancement under Government Code section 31664.1 is applicable only to those safety employees who retire after the County's implementation of section 31664.1.
- 20.2 The enhancement applies to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a).
- 20.3 Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31664.1 had been in effect during the time period specified in the resolution adopting section 31664.1, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Employees will share in the cost of the enhanced retirement benefits as follows:
- Employees shall contribute 5% of compensation earnable effective upon the implementation of the 3% @ 50 benefit.
  - These contributions will not be reduced by the employer pick-ups described in Section 19 above.
- 20.4 In 2011 certain legislation will be introduced in regards to the 3% @ 55 retirement benefit consistent with Government Code section 31664.2, that the OSS agrees to support.
- New employees hired on or after January 8, 2012, shall have the option to select one of two retirement tiers:
- 3% at 55 benefit with a 4% cost share. The cost sharing shall be through payroll deduction and shall be a percentage of compensation earnable as defined by Sam CERA regulations.
  - 2% at 50 benefit with no cost share.
- 20.5 Retirement COLA: All employees subject to this MOU hired on or after July 10, 2011 will pay 50% of the COLA cost as determined by SamCERA.

### **Section 21. Life Insurance**

- 21.1 The County shall provide \$35,000 of life insurance for each employee and \$500 of life insurance for the employee's spouse and up to a maximum of \$500 of life insurance for each of the employee's children depending on age. The County shall provide an additional \$5,000 of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.
- 21.2 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 22. 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. For new benefits claims occurring after October 16, 1999 the maximum monthly salary cap is \$2400. 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 23. Uniform Allowance**

Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive \$825 per annum in additional compensation to cover the cost of maintaining such uniforms and equipment; such payment shall be made on the regular pay warrant that covers each new employee's date of employment or for current employees, on the regular pay warrant for the first full pay period of each January.

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

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

### **Section 24. 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 the County Ordinance Code, 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 Human Resources 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 the Human Resources Department. If Human Resources 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 Human Resources



Director whose decision shall be final.

### **Section 25. Grievances**

- 25.1 A grievance is any dispute, which involves the interpretation or application of any provision of this MOU.
- 25.2 Any employee or official of the Organization may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within 28 calendar days from the date of the employee's knowledge of the alleged grievance. The Employee Relations Unit will review the matter at issue and make a recommendation to the Sheriff concerning resolution. The decision of the Sheriff, if not satisfactory, may be appealed to the County Manager whose decision shall be final. Nothing in this Section shall abridge rights afforded under the Peace Officers Bill of Rights.
- 25.3 No Strike  
The Organization, 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 Organization 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.
- 25.4 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) No action under section 25.2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.

### **Section 26. Option to Reopen the MOU**

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

### **Section 27. 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 28. Past Practices**

Continuance of working conditions and benefits not specifically authorized by this MOU or by the Civil Service Rules or the Personnel Sections of the County Ordinance Code is not guaranteed by this MOU.

**Made and entered into this 17th day of May 2011.**

**For the Employee Organization**

**For the County of San Mateo**

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James Tanner, OSS President

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David Boesch, County Manager

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Paul Kunkel, OSS

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Donna Vaillancourt, Human Resources  
Director

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Robert Arnardo, OSS

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Captain John Quinlan, Sheriff's Office

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Michelle Kuka, Human Resources

**Exhibit A**

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 Sergeants assigned to the Detective Bureau and those Sergeants assigned to Personnel Services.
2. Sergeants 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 their subordinate staff are assigned trainees.

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

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

Maguire Correctional Facility Administrative Sergeant  
Emergency Services Bureau Sergeant  
Assignments as deemed appropriate by the Sheriff

Should the Sheriff determine that the additional compensation for these assignments is no longer warranted; the Sheriff's Office shall give advance notice to the Organization.

4. Sergeants who have been certified by the Redstone Arsenal as qualified Explosive Ordinance Technicians and who are assigned to the duties of handling and dismantling explosive devices shall be paid at the rate of \$69.23 per biweekly pay period in addition to all other compensation.
5. The County agrees to provide premium pay equal to 5.74% of base salary for the care, feeding and maintenance of that dog during off duty hours under the following conditions:
  - To the extent applicable, the parties understand that under 29 U.S.C. section 207(g) of the Fair Labor Standards Act, the premium pay provided herein for all care and maintenance of the police dogs is paid at a rate that is different and lower than the rate of pay received by the Sergeants for law enforcement activities (the "Canine Rate"). It is further understood that the premium rate provided herein provides the Sergeants with overtime compensation at a rate calculated as one and one-half times the Canine Rate.

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

6. Effective February 25, 2007, compensatory overtime accrual shall be increased from the current maximum amount of eighty (80) hours to ninety-six (96) hours. This provision shall be in effect for six (6) months. At the end of the six-month period, the Department will compare overtime usage for this past six-month period with the same six-month period in 2006 (February 25, 2006 through August 25, 2006). The overtime usage to be compared will be only that used to backfill for members who are absent from work due to the use of comp time. If the comparison shows a minimum of 15% increase in overtime usage for the specific reason noted above, the comp time accrual limit will revert to eighty (80) hours. If the result is less than a 15% increase, the accrual increase to ninety-six (96) hours will become permanent.
  
7. Effective January 1, 2007, the County Dental Plan will offer a tooth replacement implant benefit featuring:
  - Replacement of any missing single tooth in the esthetic region of the upper teeth
  - Annual maximum of \$1,000 per person
  - Paid at 85% of the billed amount subject to the \$1,000 annual maximum benefit.
  
8. The County agrees to make all good faith efforts to implement a Retiree Health Savings Account that will defer pre-tax contributions to pay for future retiree medical benefits. The County will include the OSS in all meetings regarding the evaluation and selection of an RHSA vehicle.