Memorandum of Understanding

between

County of San Mateo

and

Organization of Sheriff's Sergeants

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April 5, 2021 - April 18, 2026

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 April 5, 2021 through April 18, 2026.

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. Organization Security

2.1 Representation

The Organization agrees that it has the duty to provide fair and non-discriminatory representation to all employees in the representation unit regardless of whether they are members of the Organization.

2.2 Dues Deduction

The Organization may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the County Controller. The deduction shall be made only after the Organization certifies to the County a list of employees who have authorized such deductions, and shall continue: (1) until such certification is revoked, in writing, by the Organization; 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.

Not more than once per week (preferably bi-weekly on non-payroll Fridays), the Organization will send a list of changes to its Organization member listing by email to the Controller’s Office at payroll@smcgov.org with the following Certification statement:

“I, NAME, TITLE, hereby certify that Organization of Sheriff’s Sergeants possesses and will maintain an authorization (for dues deductions and/or voluntary political contribution deductions, as indicated) signed by the individuals on this list from whose salary or wages the deductions is to be made.”

Certified spreadsheets that arrive by the non-payday Friday will be processed for the following week’s payroll.

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the Organization dues required by this Section, no such deduction will be made for the current pay period.

2.3 Hold Harmless

The Organization 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 Organization Security Section (Section 2), 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.

2.4 New Employee Orientation

The County and the Organization shall continue to work on best practices to ensure labor access to new employees for the purpose of educating them on their representation opportunities. Toward that goal, the County shall administer an opportunity for the Organization to meet with new employees as follows:

All new employees are encouraged to attend the first New Employee Benefits Orientation following the commencement of their employment. New Employee Benefits Orientation is scheduled for every other Monday, and the Organization will have up to thirty (30) minutes at the end of each session to provide information regarding its organization to its represented employees and members.

For employees who do not attend a New Employee Benefits Orientation within the first month of their employment, the Organization may schedule, at the supervisor’s discretion, up to thirty (30) minutes with each employee to meet directly with them to provide information. Release Time requested for this activity will be reviewed and approved by Employee Relations under normal Release Time processes.

2.5 Employee Roster

The County shall supply without cost to the Organization a bi-weekly, electronic and sortable data processing run of the names, classifications, work locations, work, home, and personal cellular telephone numbers on file with the County and personal email addresses on file with the County, and home addresses of all employees in the units represented by the Organization. Such lists shall indicate hourly rates of pay, hours worked, gross pay, Organization dues withheld from employees’ checks as of the date the roster was prepared, membership status, the names added to or deleted from the previous list, and whether each such change in status was due to any type of leave of absence, termination, layoff, reemployment after layoff, retirement, or withdrawal from the Organization. The County shall notify the Organization of employees who are on an unpaid status in excess of twenty-eight (28) days.

Section 3. Organization Representatives

The County and Organization agree that professional, productive, and positive labor relations can be accomplished when Organization and County representatives work together to support the services we provide to the public. To support this philosophy, the parties have agreed to the provisions regarding attendance at meetings and handling of meetings. Paid release time is intended to support the collaboration and cooperative spirit of labor relations by ensuring that Organization members have access to resources designed to help support their continued success as public employees and that Organization leaders have an opportunity to work together to support the success of their members.

County employees who are official representatives of the Organization shall be given reasonable time off with pay, including reasonable travel time, to formally meet and confer or consult with management representatives on matters within the scope of representation; to be present at hearings where matters within the scope of representation are being considered; to testify or appear as the designated representative of the Organization in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge; or to testify or appear as the designated representative of the Organization in matters before the Civil Service Commission. 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 (2) working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three (3) at any one time. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

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, legitimate employee organization activities, or on the basis of any other classification protected by law 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 person with disabilities solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

Section 6. Salaries

6.1 Salaries

Effective the pay period in which the Association notified the County that this Agreement was ratified in 2022, salary ranges for Sheriff Sergeant and Senior District Attorney Inspectors will be increased by ten percent (10%). This increase includes salary increases pursuant to the 2021 and 2022 Deputy Sheriffs' surveys, and a three and three-tenths' percent (3.3%) equity adjustment.

Therefore, the full-time biweekly salary effective the pay period in which the Association notified the County that this Agreement was ratified in 2022 for the class of Sergeant will be:

Step	**A**	**B**	**C**	**D**	**E**
Salary	$4,962.40	$5,248.00	$5,548.80	$5,867.20	$6,203.20

And the full-time biweekly salary effective the pay period in which the Association notified the County that this Agreement was ratified in 2022 for the class of Senior District Attorney Inspector will be:

Step	**A**	**B**	**C**	**D**	**E**
Salary	$5,643.20	$5,967.20	$6,309.60	$6,670.40	$7,056.00

Effective the pay period in which the Board of Supervisors' approves this successor agreement in 2022, each fulltime employee in active paid status will receive a lump sum payment of two thousand dollars ($2,000) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum amount will be prorated for part time employees.

On or before the first Monday in April in each year commencing in the calendar year 2023, and ending in the calendar year 2026, the representatives of the County and the representatives of the OSS shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31of 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. The Board of Supervisors shall thereupon fix the rates of pay of the classification of Sheriff Sergeant at twenty-one percent (21%) above the highest pay rate specified in this survey, which shall be no less than twenty percent (20%) higher than the salary range for the classification of Deputy Sheriff. 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 between 2023 and 2026. The parties will meet to discuss any unresolved disputes regarding the interpretation or application of this paragraph.

On or before the first Monday in April in each year commencing in the calendar year 2023, and ending in the calendar year 2026, the salary range for Senior District Attorney Inspectors will be adjusted by the same percentage as the Sheriff Sergeants.

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

6.2 Experience Pay and Safety Longevity Pay

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:

- Effective the pay period in which the Board of Supervisors' approves a successor MOU in 2022, Two percent (2%) at the beginning of the eighth (8th) year;
- An additional one percent (1%) (for a total of three percent (3%)) at the beginning of the fifteenth (15th) year;
- An additional one percent (1%) (for a total of four percent (4%)) at the beginning of the eighteenth (18th) year;
- An additional one percent (1%) (for a total of five percent (5%)) at the beginning of the twentieth (20th) 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.

Employees in the classifications of Sheriff's Sergeant and Senior District Attorney Inspector hired by the County of San Mateo into Retirement Tier 4 will receive two percent (2%) Safety Longevity Pay; and employees in the classifications of Sheriff's Sergeant and Senior District Attorney Inspector hired by the County of San Mateo into Retirement Tier 1 or Tier 2 will receive three and one quarter percent (3.25%) Safety Longevity Pay.

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 period 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

Overtime-eligible employees are not permitted to work overtime except as provided for in their MOU, as directed and authorized by their supervisor, or in case of emergency, as determined by the agency. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working.

Regardless of whether overtime has been authorized by a supervisor, all overtime work must be accurately reported in six-minute increments. Supervisors may not dissuade, discourage, prevent or otherwise reject the accurate reporting of overtime work – regardless of whether the overtime was authorized in advance.

8.2 Definition

Pursuant to Section 7(k) of the FLSA, the County has established a twenty-eight (28) day regularly recurring work period for all law enforcement personnel.

Except for employees regularly assigned to work 12-hour shifts, , contractual overtime shall be defined as any authorized time worked in excess of forty (40) hours worked within a seven (7) day workweek, which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m., 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 regularly assigned to work 12-hour shifts, contractual overtime shall be defined as hours worked in excess of eighty-four (84) hours in a 14-day, County-established pay period.

For purposes of determining eligibility for contractual overtime compensation, any absence with pay, except sick leave, shall be considered as time worked.

Sick leave will be considered as time worked for the purpose of contractual overtime 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 within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.

- 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 within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.

Sick leave will not be considered as time worked under other circumstances. 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 a seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), shall not be considered as time worked for the purposes of eligibility for overtime compensation.

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

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

8.3 Compensatory Time Off (CTO)

A non-exempt employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if the employee's supervisor agrees prior to overtime work being performed.

CTO accrues at the rate of one and one-half (1.5) hours for each hour of overtime worked. CTO cannot be accumulated in excess of ninety-six (96) hours at any given time. CTO which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment.

Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. The County will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee makes the request in writing to the supervisor no later than five (5) days prior to the date requested. If the employee does not provide five (5) days' notice, or if the department cannot accommodate the time off, the County will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.

The County reserves the right to cash out accumulated CTO at any time at the employee's current FLSA regular rate of pay.

Employees separating from County service will be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay, or the average regular rate for the prior three (3) years, whichever is higher.

The smallest increment of CTO which may be taken off is six (6) minutes.

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 their 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 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 they been working during such period. Shift differential does not apply when employees are assigned modified duty, unless their modified duty assignment requires them to work between 6:00 p.m. and 6:00 a.m.

Section 11. On-Call Pay

11.1 Policy

When warranted and in the interest of County operations, the department head may assign employees to “on-call” status. This Section clarifies the existing process for the assignment of On-Call work for employees represented by the OSS bargaining unit. For the purpose of this Section 11 only, each of the special assignments listed in subsection 11.2 below shall constitute an organizational unit.

11.2 On-Call Assignments

A. Regular and Required On-Call Assignments: All employees in the following special assignments are assigned regular and required on-call hours for which they earn on-call pay:
   1. Detectives (including Detective Bureau, Airport Detectives, and Transit Detectives)
   2. Bomb Squad
   3. Senior DA Inspectors
   4. Law Liaison

11.3 Process for Assignment of On-Call Hours

A. Regular and required on-call assignments, and re-assignments as needed due to employee absences, will be assigned on a rotating schedule and equitably distributed to all employees in the special assignment.

B. For voluntary on-call assignments, the Department will solicit volunteers on a rolling basis, and assignments will be provided on a first come, first serve basis. Individual voluntary on-call assignments may be assigned on an ad hoc basis in the absence of sufficient volunteers.

11.4 On-Call Compensation

Effective the pay period in which the Board of Supervisors approves this successor MOU in 2022, employees shall be paid an hourly rate of five dollars and forty cents $5.40) for time in which they are required to be in an on-call status.

Employees in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of two (2) hours.

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

Employees assigned to Telephone Stand-by or assigned to testify in any court proceeding as part of their official duties during off-duty hours are not eligible for on-call pay but shall be compensated for a minimum of three (3) hours if required to report back to work in order to appear in court.

Hours worked contiguous with the employee’s regular shift shall not be subject to call back pay. Employees receiving callback pay shall not be entitled to on-call pay simultaneously.

Section 12. Career Incentive Allowance for Law Enforcement Officers

12.1 Employees in the unit shall be eligible to receive an incentive allowance equating to two and one-half percent (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.

12.2 Employees in the unit who have successfully completed an initial probationary period in a sworn position with the County and hold permanent status, shall be eligible to receive an incentive allowance equating to an additional five percent (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 they are unable to displace another County employee as provided in the Civil Service Rules, they shall receive reimbursement of 50% of the cash value of their unused sick leave; provided that such employee shall be eligible for reimbursement only if they remain in the service of the County until their 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, they will not be entitled to the aforementioned reimbursement.

Section 14. Bilingual Pay

A salary differential of seventy dollars ($70) 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. Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Under no circumstances is bilingual pay retroactive.

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. Human Resources will oversee the bilingual examination, certify exam results and determine effective date of bilingual pay of any individual submitted by the Department for testing.

Individuals who promote or transfer to another position or Department will be reevaluated by the receiving Department to determine if bilingual pay should be continued. Should bilingual pay be continued, Department must submit request for continuation with the Human Resources Department.

Section 15. Bereavement Leave

The County will provide up to twenty-four (24) hours of paid bereavement leave upon the death of an employee's parents, spouse, domestic partner, child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law or grandchild.

In addition, employees may utilize accrued sick leave pursuant to the San Mateo County Ordinance Code Section 2.71.130.

Section 16. Holidays

Regular full-time employees shall receive either eight (8) hours of pay or eight (8) hours of holiday leave for all authorized holidays listed in this Section, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. An employee may carry a maximum of one hundred and twenty (120) hours of holiday leave on the books.

Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

Employees regularly scheduled to work a 9/80 or 4/10 schedule may use vacation, accrued holiday pay or compensatory time off to account for the additional one or two hours of their shift, or they can request to flex those hours within the same work week, with approval of their supervisor.

<u>County Holidays:</u>

(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) Juneteenth (June 19th)
(7) July 4 (Independence Day)
(8) First Monday in September (Labor Day)
(9) Second Monday in October (Indigenous Peoples' Day/ Columbus Day)

(10) November 11 (Veterans Day)
(11) Fourth Thursday in November (Thanksgiving Day)
(12) Fourth Friday in November
(13) December 25 (Christmas Day)
(14) 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.

If one of the holidays listed above falls on Sunday, and the employee is not regularly scheduled to work that day, the holiday will be observed on Monday.

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, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off is limited to one hundred twenty (120) hours with any time earned in excess of one hundred twenty (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 their 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, not to exceed eight (8) hours for any one (1) holiday.

Section 17. Vacations

17.1 Vacation Allowance

Employees are entitled to accrual of vacation time off with pay in accordance with the following schedule. Part-time employees are entitled to vacation accruals on a prorated basis.

Effective the first full pay period following Board approval of a successor MOU in 2022, vacation accrual shall be as follows:

A. During the first five (5) years of continuous service, vacation will be accrued at the rate of four (4) hours per biweekly pay period worked.
B. After the completion of five (5) years of continuous service, vacation will be accrued at the rate of five (5) hours per biweekly pay period worked.
C. After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of six (6) hours per biweekly pay period worked.

D. After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of seven (7) hours per biweekly pay period worked.

E. After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of eight (8) hours per biweekly pay period worked.

F. After completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of nine (9) hours per biweekly pay period worked.

No employee will be allowed to accumulate more than the amount of vacation leave that that can be accumulated in fifty-two (52) biweekly pay periods to their credit at any one time. However, workers may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.

Vacation leave will not accrue until completion of thirteen (13) biweekly pay periods of initial County service.

Vacation may be used in increments of six (6) minutes.

Section 18. Hospitalization and Medical Care

18.1 Medical Insurance:

A. Regular Employees Assigned to Work Eighty (80) Hours Per Pay Period:
The County pays eighty-five percent (85%) of the total premium for the County-offered group HMO and High Deductible Health plans (employees pay fifteen percent (15%) of the total premium).

For full time employees enrolled in the County-offered group High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account.

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

B. Regular Employees Assigned to Work Less Than Eighty (80) Hours Per Pay Period:
For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half of the County contribution to hospital and medical care premiums described above.

For employees occupying permanent part-time positions who work a minimum of sixty (60) but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay eighty-five percent (85%) of the County-offered group High Deductible Health Plan (HDHP), or three-fourths of the County contribution to hospital and medical care premiums described above.

For part time employees working half time or more who are enrolled in the High Deductible Health Plan, the County will annually contribute a pro-rated amount of fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account, based on the employee’s part time status.

C. Healthcare Legislation Changes:
Upon request from the County or Organization, the parties will reopen Section 17 during the term of the agreement to address changes (including changes to taxation) under the Affordable Care Act or other healthcare legislation.

18.2 Retiree Health
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. Upon request from the County, the OSS agrees to meet and confer with the County over potential compliance issues related to promotion from the Deputy Sherriff's Association to OSS, and from OSS to unrepresented management. In the event the Deputy Sheriff's Association (DSA) does not agree in writing to the same retiree health plan as is represented in this 2022 MOU between the County and OSS, Sections 18.2 (Retiree Health), 18.3 (Retiree Health Reimbursement Account) subsection A(2)(c), 18.4 ("Old" Sick Leave Conversion), and Section 19 ("New" Sick Leave) will be suspended and the parties will reopen these sections to meet and confer over retiree health and sick leave. Any employee who retires from the County (concurrent with separation from the County) following suspension of these MOU sections, and before approval of a new agreement, will receive the sick leave conversion benefit described in 2016 -2021 MOU between the parties, and will have new sick leave accrued between January 8, 2023 and the date of retirement converted to old sick leave.

18.3 Retiree Health Reimbursement Account
Effective January 8, 2023, the County will establish a Retiree Health Reimbursement Account (RHRA) for each employee, to which the County and employees contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from County employment. The RHRA is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45.

A. Contributions
The following contributions will be made to each employee's RHRA:

1. County Contributions:

Effective January 8, 2023, for employees hired on or after January 8, 2023, the County will contribute fifty dollars ($50) per month to each employee's RHRA.

County contributions to the RHRA will be made only during periods for which the employee is receiving County compensation. For example, an employee on unpaid leave will not be entitled to such County contributions. In addition, the $50 County contribution amount will apply to full-time employees; the contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules.

Upon an employee's separation from employment with the County, the County will cease contributions to that individual's RHRA.

Employees will have no vested right in ongoing County contributions to the RHRA. The contributions may be increased, decreased or frozen at any time in accordance with future MOU's.

2. Mandatory Employee Contributions:
   Three types of employee contributions will be made to the RHRA, as specified below. These employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions.
   a. Regular Contribution: Effective January 8, 2023, each employee regardless of hire date will contribute fifty dollars ($50) per month to the employee's RHRA. These contributions will be deducted from the employee's County compensation. The contribution amounts specified in this paragraph will apply to full-time employees; contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules.

   b. Unused CTO and Vacation Accruals: At separation from County service, fifty percent (50%) of the employee's earned and unused Compensatory Time Off, and fifty percent (50%) of the employee's earned and unused vacation will be cashed out and deposited into the employee's RHRA; except if the employee dies while in County employment, then CTO and vacation accruals will not be deposited into the employee's RHRA and will instead be converted to cash and distributed to the employee's estate.

   c. Converted Old Sick Leave for Employees Hired Before January 8, 2023. Upon retirement from County service, contributions of "old" sick leave will be made to an eligible employee's RHRA subject to the terms and conditions specified below.

B. Vesting

An employee's RHRA contributions, including any allocable investment earnings, are 100% vested at all times.

To become vested in the County's RHRA contributions, an employee must complete five (5) years of continuous, full time (or full time equivalent), paid County employment in a regular position. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in calculation of the employee's RHRA vesting service requirement. If an employee's County employment terminates before completion of five (5) years of continuous County employment, all County contributions to the employee's RHRA, including any allocable investment earnings, will be forfeited.

C. Distributions

After an employee separates from County employment, the employee's RHRA funds may be used for any eligible medical expenses incurred by the employee, the employee's spouse, or the employee's eligible dependents. "Eligible medical expenses" are expenses described in section 213(d) of the Internal Revenue Code, as amended from time to time, including but not limited to, qualifying insurance premiums. RHRA funds may not be used for any other purpose.

In accordance with the federal tax laws, any RHRA benefits cannot be provided with respect to an RHRA participant's registered domestic partner, and thus such payments must be made out of pocket.

Upon a participant's death, any remaining funds in their RHRA may be used only for eligible medical expenses incurred by the employee's surviving spouse, or eligible dependents. Any funds remaining in an RHRA after all such permitted uses are exhausted will be reallocated to other individuals' RHRAs at the time and in the manner determined by the County.

In addition, the use of the RHRA funds will be subject to the terms of the governing RHRA plan document.

The parties acknowledge that the RHRA plan will be subject to non-discrimination testing. Non-compliance with non-discrimination rules may result in taxation of discriminatory coverage. In the event of taxation of discriminatory coverage, the parties will reevaluate and negotiate changes to the plan design to comply with non-discrimination rules.

D. Fees and Forfeitures
   1. Fees
      a. Employees and retirees will be responsible for payment of RHRA basis point fees, mutual fund fees, and annual system charges.
      b. The County will be responsible for payment of the PCORI fees.

   2. Forfeitures
      Plan forfeitures will first be allocated to the County to cover the cost of future PCORI fees as well as those dating back to the transition date (January 8, 2023). Remaining forfeitures will be allocated among qualifying participants in the plan. Qualifying participants include existing employees with five (5) or more continuous years of County service in a regular position, and retirees with RHRA plans established on or after January 8, 2023.

   3. The County will provide an annual report of County-wide fees and forfeitures to the Deferred Compensation Committee.

18.4 "Old" Sick Leave Conversion:

The following terms apply to employees hired by the County before January 8, 2023:

A. Effective January 8, 2023, all employees hired before January 8, 2023 will contribute two and eight-tenths percent (2.8%) of the employee's base wage rate each pay period for the duration of their employment with the County, to the County to offset the costs of retiree medical benefits described herein. These contributions are mandatory.

B. "Old" sick leave will be defined as sick leave earned before January 8, 2023. Old Sick Leave will cease to accrue as of January 7, 2023 ("transition date"). For employees hired by the County before January 8, 2023, old sick leave accrued and unused as of January 7, 2023, with the exception of one hundred ninety-two (192) hours, will be removed from the employee's sick leave bank. A record of the number of frozen hours of old sick leave will be kept on file with the County, pending the employee's retirement from County service.

C. Employees hired before January 8, 2023 will retain up to one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank to use as needed.
   1. Employees hired before January 8, 2023 who take long-term, FMLA, CFRA or disability (including pregnancy disability) leaves of absence on or after January 8, 2023, who exhaust their one hundred ninety-two (192) hours of Old Sick Leave hours, as well as their New Sick Leave accrued after January 8, 2023, will be permitted to use additional hours of Old Sick Leave upon request for sick leave purposes listed in this MOU.
   2. Employees hired before January 8, 2023 who have less than one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank will retain remaining Old Sick Leave in their sick leave bank to use as needed.

D. For the purpose of this Section 18.4 only, prior years of service with Half Moon Bay Police Department, Millbrae Police Department and San Carlos Police Department immediately prior to such cities contracting with the County for law enforcement services will count toward the calculation of County Service.

E. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in the calculation of hire date and service time for the purpose of this section.

F. "Severed by reason of retirement" is defined as an employee retiring and drawing pension benefits from SamCERA simultaneous with separation from the County employment.

   Retirement from County service is defined as drawing SamCERA pension benefits via a service or disability retirement immediately upon separation from the County.

If an employee separates from County service without retiring and does not return to County service within twenty-eight (28) days or less, the employee will forfeit all converted "old" sick leave amounts listed in this section, and will forfeit entitlement to all retiree health benefits described herein, except for vested contributions to the RHRA. The employee will not receive any RHRA contributions or other benefit with respect to the forfeited amounts.

G. For Employees Hired By The County Before January 8, 2023 With Less Than Fifteen (15) Years Of Service Whose Employment With The County Is Severed By Reason Of Retirement:

For employees hired prior to January 8, 2023 whose employment with the County is severed by reason of retirement during the term of this MOU, and who have less than fifteen (15) years of continuous, full-time regular service at retirement, the County will contribute to the retiree's RHRA in the amount of the employee's unused, frozen, "old" sick leave at the time of retirement on the following basis:

- For Tier 1 employees (defined as employees hired by the County prior to April 10, 2016 (except for those employees described in Tier 2 below) who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after January 8, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars ($675).
- For Tier 2 employees (defined as employees hired by the County between April 10, 2016 and January 7, 2023, employees hired before April 10, 2016 who made a prior, irrevocable election to go into Tier 2, and employees represented by the Deputy Sheriffs' Association hired between July 1, 2011 and April 10, 2016 who promote into a position represented by OSS, who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after January 8, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to four hundred dollars ($400).

The remaining one hundred ninety-two (192) hours of "old" sick leave will be maintained in the employee's sick leave bank to use as sick leave. Upon retirement from County service concurrent with separation from the County, the County will deposit any of the remaining, unused portion of the one hundred ninety-two (192) hours of "old" sick leave into the retiree's RHRA, using the following conversion formula:

- For Tier 1 employees, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars ($675).
- For Tier 2 employees, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to four hundred dollars ($400).

H. For Employees Hired By The County Before January 8, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Between Fifteen (15) and Twenty Years Of Service:

For an employee hired before January 8, 2023, who has between fifteen (15) and twenty (20) years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute five hundred dollars ($500) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the $500 into the retiree's RHRA on a monthly basis.
   a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be two hundred fifty dollars ($250) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree's surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be four hundred dollars ($400) per month paid until the retiree would have reached the age of Medicare eligibility.
   b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 18.4, subsection H(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's RHRA.
5. At the time of retirement, the County will deposit an amount into the retiree's RHRA equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

I. For Employees Hired By The County Before January 8, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Twenty or More Years Of Service:

For an employee hired before January 8, 2023, who has twenty (20) or more years of

County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand dollars ($1,000) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the $1,000 into the retiree's RHRA on a monthly basis.
    a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be five hundred dollars ($500) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree's surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be eight hundred dollars ($800) per month paid until the retiree would have reached the age of Medicare eligibility.
    b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 18.4, subsection I(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's RHRA.
5. At the time of retirement, the County will deposit an amount into the retiree's RHRA equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.
6. For Tier 2 employees who retire from County service with twenty (20) or more years of service, the County will deposit fifty percent (50%) of the equivalent of two hundred eighty-eight (288) hours of "old" sick leave), multiplied by the rate of employee's base hourly wage into the retiree's RHRA.

Effective January 7, 2023, "old" sick leave with a conversion value to retiree health dollars will cease to accrue for all employees.

J. The surviving spouse or registered domestic partner of an active employee hired before January 8, 2023 who dies may, if they elect 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 (20) years of continuous service.

Section 19. "New" Sick Leave

19.1 <u>"New" Sick Leave Accrual:</u>

Effective January 8, 2023, employees will accrue "new" sick leave at a rate of three and seven-tenths (3.7) hours per pay period. "New" sick leave will have no cash value and will not have conversion value for the purpose of sick leave conversion for retiree health coverage. Such accrual will be prorated for an employee who works less than full time during a pay period.

"New" sick leave can accrue up to a cap of nine hundred sixty (960) hours.

Employees represented by OSS who subsequently promote to, and retire from, an unrepresented management position will have unused, "new" sick leave (accrued since January 8, 2023) converted to "old" sick leave upon retirement.

19.2 <u>"New" Sick Leave Usage:</u>

Sick leave may be used in increments of six (6) minutes.

"New" sick leave, plus up to one hundred ninety-two (192) hours of "old" sick leave, is accrued paid leave from work that can be used for any of the following purposes:

A. Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates them from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed health care professional.
B. The employee's receipt of preventative care or required medical or dental care or consultation.
C. The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on a member of the immediate family who is ill. For the purpose of this Section, immediate family means parent, spouse, registered domestic partner, child, stepchild, sibling, parent-in-law, grandparent or grandchild. The employee's preparation for or attendance at the funeral of a member of the immediate family. For the purpose of preparation for or attendance at a funeral, immediate family also includes child-in-law, grandparent-in-law, and sibling-in-law. Use of sick leave for this expanded definition is limited to a maximum of three (3) days if travel is required.
D. The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse or registered domestic partner for up to six (6) weeks immediately after the birth or arrival of the child in the home. Sick leave used concurrently with California Family Rights Act (CFRA) leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child.

The basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

E. An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of their annual sick leave allotment to:
   1. Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or
   2. Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

An employee may elect to use their full amount of "new" sick leave in advance of drawing on "old" sick leave accrued before January 8, 2023.

Section 20. Dental Care

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

Section 21. 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 22. Change in Employee Benefit Plans

22.1 Benefits Committee

During the term of this MOU, the County and Unions shall convene the Benefits Committee for the following purposes:

A. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,

B. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, and

C. To address legislative changes to health insurance legislation, including, but not limited to, the Affordable Care Act.

The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

22.2 Agreement Implementation

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

Section 23. Retirement

23.1 **For employees hired prior to July 10, 2011:**

The County implemented the 3% @ 50 retirement benefit consistent with Government Code section 31664.1 effective January 1, 2005 for employees in Plans 1, 2 or 4.

The enhancement applies to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisors' authority under to Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 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: a contribution of an additional 5% total compensation earnable as defined in SamCERA regulation.

- This additional contribution will not be reduced by any employer pick-up.
- These cost sharing contributions will not be reduced for employees with 30-years of service.

23.2 **For employees hired on or after July 10, 2011 and before January 1, 2013:** All new employees hired or rehired on or after July 10, 2011 and before January 1, 2013, the retirement benefit options shall be:

Plan 5: 3% @ 55 (Plan 5) safety retirement benefit consistent with Government Code section 31664.2. Those new employees electing Plan 5 shall contribute an additional 4% of compensation earnable as set forth in paragraph (3) below.

Plan 6: 2% @ 50 safety retirement benefit consistent with Government Code section 31664. Those safety employees electing **Plan 6** will not pay the contributions set forth in paragraph (c) below.

a. Any new employee failing to make an election within 60 days from date of hire shall be deemed to have elected **Plan 6** with the 2% @ 50 safety retirement benefit consistent with Government Code section 31664.

b. All elections are permanent decisions and shall be irrevocable after 60 days from the date of hire. Any employee who has elected, or is deemed to have elected, a benefit plan and who terminates their employment and is later reemployed shall not be entitled to change their election upon that reemployment.

c. For all safety members in **Plan 5** with benefits under Government Code section 31664.2 which are applicable to all safety service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section

31678.2(a), 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 31664.2 had been in effect during the time period specified in the resolution adopting 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. These employees will share in the cost of such retirement benefits by contributing an additional 4% total of compensation earnable as defined in SamCERA regulations.

- This additional contribution will not be reduced by any employer pick-up.
- These cost sharing contributions will not be reduced for employees with 30-years of service.

23.3 **For employees hired on or after January 1, 2013:**

Employees hired on or after January 1, 2013 who are placed in **Plan 7** (2.7% @ 57) by SamCERA are not subject to the provisions in section 20.2.

Employees hired on or after January 1, 2013 who are placed in Plan 5 or Plan 6 by SamCERA will be subject to the applicable provisions of section 20.2.

23.4 All employees subject to this MOU hired on or after July 10, 2011 will pay up to fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective July 3, 2016, all employees, regardless of plan or hire date, will pay a COLA cost share equal to fifty percent (50%) of the retirement COLA costs as determined by SamCERA. Plan 7 members do not pay the COLA cost share as the Plan 7 COLA costs are part of the Plan 7 contributions.

23.5 **Deferred Compensation Plan- Automatic Enrollment for New Employees:**
Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless the employee chooses to opt out or voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights. Escalation for new employees will be the same as existing employees, as described below.

Effective the pay period in which the Board of Supervisors' approves a successor MOU in 2022, all employees will be enrolled in the deferred compensation program at the rate of one percent (1%) of their pre-tax wages, unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Concurrent with Cost of Living Adjustments (COLA) the deferrals will be increased in one percent (1%) increments to a maximum of five percent (5%).

The County will provide training to employees regarding how to make voluntary changes to deferrals.

Section 24. Life Insurance

24.1 The County shall pay group life insurance premiums for the following plans:

A. Life insurance for each employee with a maximum benefit amount of fifty thousand dollars ($50,000);
B. Life insurance for the employee's spouse or registered domestic partner with a maximum benefit amount of two thousand dollars ($2,000); and
C. Life insurance for each of the employee's children depending on age, up to a maximum benefit amount of two thousand dollars ($2,000).
D. The County shall provide additional life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job up to a maximum benefit amount of one hundred ten thousand dollars ($110,000).

24.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum benefit of seven hundred fifty thousand dollars ($750,000) for employee, two hundred fifty thousand dollars ($250,000) for spouse or registered domestic partner, and ten thousand dollars ($10,000) for each qualifying dependent.

Section 25. Long Term Disability Insurance

OSS purchases Long Term Disability insurance for its members via direct payment to the Deputy Sheriffs Association.

Section 26. Uniform Allowance

Employees in the Sheriff's Department who must provide their own uniform and equipment shall receive the same amount provided by the County for Deputy Sheriffs per annum in additional compensation to cover the cost of maintaining such uniforms and equipment.

For new employees, such payment shall be made on the regular pay warrant that covers each new employee's date of employment. For current employees, such payment will be made on the regular pay warrant for the first full pay period of each January.

Section 27. 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 they have worked in such class for 5 consecutive workdays, they 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:

A. The assignment is caused by the incumbent's temporary or permanent absence;
B. The employee performs the duties regularly performed by the absent incumbent and such duties are clearly not included in the job description of their regular class;

C. 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

D. 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 28. 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 appeal such dismissal, suspension or demotion to the Civil Service Commission. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. A permanent classified employee may be dismissed, suspended or demoted for cause only.

Section 29. Grievances

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

If an employee files an EEOC, DFEH or administrative EEO complaint with the EEO Coordinator, the issue will no longer be subject to this grievance procedure but will be processed in accordance with regulations or procedures governing the processing of said complaints. An employee may, however, file an EEOC, DFEH or administrative EEO complaint and may also file a grievance if the grounds for the grievance are not based on discrimination and/or sexual harassment.

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

29.3 The grievance must be filed at Step 1 within twenty-eight (28) calendar days from the date of the employee’s knowledge of the alleged grievance. The grievant shall state the grievance in writing and the resolution desired.

<u>Step 1. Department Head or Designee</u>. The grievant may discuss the complaint with the department head or designee. The department head or designee shall provide the grievant a written or oral response within fourteen (14) calendar days from the grievance meeting. If the grievance is not resolved the grievant may move the grievance to Step 2 within fourteen (14) calendar days from issuance of the written or oral response from the department head or designee. However, all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director. If the department head or designee does not provide a written or oral response within the

fourteen (14) calendar day timeline, then the grievant may advance the grievance to Step 2.

Step 2. Human Resources Director. Any employee or official of the Association may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within fourteen (14) calendar days of the written or oral response of the department head or designee as described in Step 1. If appropriate, the parties will then schedule a grievance meeting. The Human Resources Director or designee shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary, and the time limits may be extended by mutual agreement.

Step 3. County Manager or designee. The decision of the Human Resources Director, if not satisfactory, may be appealed to the County Manager or designee. Such notification must be received within fourteen (14) calendar days of the written or oral response of the Human Resources Director as described in Step 2. If appropriate, the parties will then schedule a grievance meeting. The County Manager or designee shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary, and the time limits may be extended by mutual agreement. The decision of the County Manager or designee shall be final.

Nothing in this Section shall abridge rights afforded under the Peace Officers Bill of Rights.

29.4 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.

29.5 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 29.1 – 29.3 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 30. Transfers

Employees who are involuntarily re-assigned within the Core Functions (Patrol, Corrections, Transportation) shall be given a four (4) week notice prior to transfer. Failure to provide said notice shall result in the transfer being rescinded. The parties agree to waive the four (4) week notice when the transfer is pursuant to promotion, discipline, or emergency. Emergency shall be defined as an unforeseen situation requiring immediate action.

Section 31. 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 32. 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 28th day of September 2022.

For the Employee Organization

DocuSigned by:
Dennis Loubal
F5EF60DB159E4FC...

Sergeant Dennis Loubal, OSS President

DocuSigned by:
Jeffrey Carr
E87090B9EE7E4F9...

Sergeant Jeffrey Carr, OSS

DocuSigned by:
Scott Mueller
74D8EB53BEE3443...

Sergeant Scott Mueller, OSS

DocuSigned by:
Patrick Taylor
A2E00693938B440...

Sergeant Patrick Taylor, OSS

DocuSigned by:
Ron Albertson
0BDE293A6567435...

Sergeant Ron Albertson, OSS

DocuSigned by:
Jim Bickert
F596CE30965E417...

Jim Bickert, Rains Lucia Stern

For the County of San Mateo

DocuSigned by:
4F48F896DAB94EF...

Mike Callagy, County Executive

DocuSigned by:
Rocio Kiryczun
93EEF39351314BC...

Rocio Kiryczun, Director, Human Resources

DocuSigned by:
Michelle Kuka
E344A503FAAA447...

Michelle Kuka, Deputy Director
Human Resources

DocuSigned by:
110ECEBBE14646B...

Katy Roberts, Employee and Labor Relations Analyst
Human Resources

DocuSigned by:
Frank Dal Porto
99B92869266A43A...

Captain Frank Dal Porto
Sheriff's Office

Exhibit A

1. Employees assigned to the following assignments shall be paid the hourly equivalent rate of one step (5.74%) in the salary range in addition to all other compensation. After the completion of two (2) years of consecutive service in the following applicable assignments, such employees shall receive an additional 5.74% step, for a maximum total of two (2) steps in addition to all other compensation.

   The maximum specialty assignment pay an employee can receive at any one time is two (2) steps.

ASSIGNMENTS	STEP 1	STEP 2
All Detective Assignments*	X	X
Internal Affairs Sergeant	X	X
Training Unit Sergeant	X	X
Range Sergeant	X	X
County-wide Security	X	X
Civil Enforcement Unit	X	X
Administrative Classification Sergeant	X	X
Emergency Services Bureau Sergeant	X	
Bomb Unit	X	X
Administrative Sergeant	X	
K-9 Sergeant	X	

   *Detective Assignments are defined as Sheriff's Sergeant assigned to the Investigations Bureau (Redwood City and Airport), Gang Intelligence Unit, Narcotics Task Force, Vehicle Theft Task Force, Crime Suppression Unit, and the Joint Terrorism Task Force.

2. Sergeants assigned to Training Officer work as an FTO or JTO Sergeant shall be paid at the hourly equivalent rate of one step in addition to all other compensation. The maximum number of employees receiving this pay is four (4) Sergeants assigned to FTO and four (4) Sergeants assigned to JTO. Such compensation shall be paid only while their subordinate staff are assigned a trainee as a Jail Training Officer (JTO) or Field Training Officer (FTO).

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. The step increases granted under this section will be effective for no more than one year and all will expire on December 31st of each calendar year. The Sheriff will review all step increases granted under this section each December to determine if the step increase will be renewed for the following year. Step increases may be granted and removed anytime during the calendar year whenever there is a change in work assignment or assigned duties. All step increases will be granted or renewed only upon written authorization, signed by the Sheriff, and submitted to the payroll supervisor via the Professional Standards Bureau Lieutenant. Sergeants receiving the step increase granted under this section will be notified of the Sheriff's decision to grant, renew, or discontinue the step increase by the Professional Standards Bureau Lieutenant.

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 Organization. If a step increase granted under this Section 3 of Exhibit A is removed, an employee may appeal the decision in accordance with Section 30 of the MOU (Involuntary Transfers for the Alleged Purpose of Punishment).

SIDE LETTER AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND
THE ORGANIZATION OF SHERIFFS' SERGEANTS
RE: RETIREE HEALTH

WHEREAS, the County of San Mateo ("County") and the Organization of Sheriffs' Sergeants ("OSS") (collectively the "parties") reached a successor Memorandum of Understanding (MOU) effective April 5, 2021 through April 18, 2026;

WHEREAS, the parties agreed to certain changes to the retiree health benefits for employees covered by the 2021 OSS MOU, subject to agreement by the Deputy Sheriffs' Association ("DSA") over the same benefit changes with the same employee cost share;

WHEREAS, the DSA agreed to the same benefit changes with the same employee cost share; however, the DSA negotiated a different retiree health savings vehicle (the PORAC Retiree Medical Trust) from OSS;

WHEREAS, the parties wish to align the retiree health benefits for employees covered by the OSS and DSA MOUs for ease of benefit administration and to avoid disruption upon promotion between bargaining units;

NOW THEREFORE, the parties agree to modify the 2021-2026 OSS MOU between the parties as follows:

Section 18. Hospitalization and Medical Care

18.2 Retiree Health

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. Upon request from the County, the OSS agrees to meet and confer with the County over potential compliance issues related to promotion from the Deputy Sherriff's Association to OSS, and from OSS to unrepresented management. ~~In the event the Deputy Sheriff's Association (DSA) does not agree in writing to the same retiree health plan as is represented in this 2022 MOU between the County and OSS, Sections 18.2 (Retiree Health), 18.3 (Retiree Health Reimbursement Account) subsection A(2)(c), 18.4 ("Old" Sick Leave Conversion), and Section 19 ("New" Sick Leave) will be suspended and the parties will reopen these sections to meet and confer over retiree health and sick leave. Any employee who retires from the County (concurrent with separation from the County) following suspension of these MOU sections, and before approval of a new agreement, will receive the sick leave conversion benefit described in 2016–2021 MOU between the parties, and will have new sick leave accrued between January 8, 2023 and the date of retirement converted to old sick leave.~~

18.3 Retiree Health ~~Reimbursement Account~~Medical Trust

Effective ~~January 8, 2023~~February 5, 2023, ~~the County will establish a Retiree Health Reimbursement Account (RHRA) for each employee~~OSS will establish participation in the retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust ("Trust"), to which the County and employees contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from County employment. The ~~RHRA~~ Trust is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45.

The cost of establishing the Trust shall be at no cost to the County. The County is not a party to the Trust. Participation in the Trust shall be the complete and sole responsibility of the OSS. Aside from transferring funds, the County has no obligations to the management, regulatory compliance or performance of the Trust. In the event the Trust becomes insolvent or unable to pay, the County has no financial obligation to the Trust, the employees covered by this Agreement, or the OSS, including no obligation to provide a lifetime benefit to employees covered by this Agreement.

The OSS agrees to defend, indemnify and hold the County, its agents, officers, and employees harmless from any liability of any nature which may arise as a result of employee participation in the PORAC RMT, including any and all claims or legal proceedings regarding the operation of the Trust, except for the obligation of the County to make and report employee and County contributions to the Trust as described in this MOU.

The monies contributed to the Trust on behalf of employees and retirees shall only be used for the sole purpose of providing funding for retiree health insurance premiums or reimbursement of retiree health care expenses, as permitted by law. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the contribution amount in cash. The Trust shall be and remain separate and apart from any of the County's health insurance funding programs.

A. Contributions

The following contributions will be made to the Trust on behalf of each employee~~'s RHRA~~:

1. County Contributions:

Effective ~~January 8, 2023~~February 5, 2023, for employees hired on or after ~~January 8, 2023~~February 5, 2023 who achieve five (5) years of continuous regular full-time service with the County, the County will contribute fifty dollars ($50) per month to each employee's ~~RHRA~~account. In recognition of the first five (5) years of regular full-time service, upon the employee reaching such anniversary, the County will deposit in the Trust a lump sum of three thousand dollars ($3,000) which is equivalent to fifty dollars ($50) for every month of service following February 5, 2023 up to the employee's five (5) year anniversary.

County contributions to the ~~RHRA~~ Trust will be made only during periods for which the employee is receiving County compensation. For example, an employee on unpaid leave will not be entitled to such County contributions. In addition, the $50 County contribution amount will apply to full-time employees; the contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules.

Upon an employee's separation from employment with the County, the County will cease contributions to the Trust on behalf of that individual~~'s RHRA~~.

Employees will have no vested right in ongoing County contributions to the ~~RHRA~~Trust. The contributions may be increased, decreased or frozen at any time in accordance with future MOU's.

2. Mandatory Employee Contributions:
Three types of employee contributions will be made to the ~~RHRA~~Trust, as specified below. These employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions. The contribution amount for employees represented by the OSS will not exceed the contribution amount for employees represented by the DSA.

   a. Regular Contribution: Effective ~~January 8, 2023~~February 5, 2023, each employee regardless of hire date will contribute ~~fifty~~ one hundred dollars ($~~50~~100) per month to the employee's ~~RHRA~~Trust. These contributions will be deducted from the employee's County compensation. The contribution amounts specified in this paragraph will apply to full-time employees; contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules. Contributions to the plan must be uniform across bargaining unit members. The Association may notify the County as to changes to employee contributions; the frequency of contribution changes is subject to approval by the Trust.

   b. Unused ~~CTO and~~ Vacation Accruals: At separation from County service, fifty percent (50%) of the employee's ~~earned and unused Compensatory Time Off, and fifty percent (50%) of the employee's~~ earned and unused vacation will be cashed out and deposited into the employee's ~~RHRA~~Trust; except if the employee dies while in County employment, then ~~CTO and~~ vacation accruals will not be deposited into the employee's ~~RHRA~~ Trust and will instead be converted to cash and distributed to the employee's estate.

c. Converted Old Sick Leave for Employees Hired Before ~~January 8, 2023~~February 5, 2023. Upon retirement from County service, contributions of "old" sick leave will be made to an eligible employee's ~~RHRA~~ Trust subject to the terms and conditions specified below.

B. Vesting

An employee's ~~RHRA~~ Trust contributions, including any allocable investment earnings, are 100% vested at all times.

To become vested in the County's ~~RHRA~~ Trust contributions, an employee must complete five (5) years of continuous, full time (or full time equivalent), paid County employment in a regular position. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in calculation of the employee's ~~RHRA~~ Trust vesting service requirement. If an employee's County employment terminates before completion of five (5) years of continuous County employment, all County contributions to the employee's ~~RHRA~~Trust, including any allocable investment earnings, will be forfeited.

C. Distributions

After an employee separates from County employment, the employee's ~~RHRA~~ Trust funds may be used for any eligible medical expenses incurred by the employee, the employee's spouse, or the employee's eligible dependents. "Eligible medical expenses" are expenses described in section 213(d) of the Internal Revenue Code, as amended from time to time, including but not limited to, qualifying insurance premiums. ~~RHRA~~ Trust funds may not be used for any other purpose.

In accordance with the federal tax laws, any ~~RHRA~~ Trust benefits cannot be provided with respect to a~~n~~ ~~RHRA~~ Trust participant's registered domestic partner, and thus such payments must be made out of pocket.

~~Upon a participant's death, any remaining funds in their RHRA may be used only for eligible medical expenses incurred by the employee's surviving spouse, or eligible dependents. Any funds remaining in an RHRA after all such permitted uses are exhausted will be reallocated to other individuals' RHRAs at the time and in the manner determined by the County.~~

In addition, the use of the ~~RHRA~~ Trust funds will be subject to the terms of the governing

~~RHRA~~ Trust plan document.

The parties acknowledge that the ~~RHRA~~ Trust plan will be subject to non-discrimination testing. Non-compliance with non-discrimination rules may result in taxation of discriminatory coverage. In the event of taxation of discriminatory coverage, the parties will reevaluate and negotiate changes to the plan design to comply with non-discrimination rules.

~~D. Fees and Forfeitures~~

~~1. Fees~~

~~a. Employees and retirees will be responsible for payment of RHRA basis point fees, mutual fund fees, and annual system charges.~~

~~b. The County will be responsible for payment of the PCORI fees.~~

~~2. Forfeitures~~

~~Plan forfeitures will first be allocated to the County to cover the cost of future PCORI fees as well as those dating back to the transition date (January 8, 2023). Remaining forfeitures will be allocated among qualifying participants in the plan. Qualifying participants include existing employees with five (5) or more continuous years of County service in a regular position, and retirees with RHRA plans established on or after January 8, 2023.~~

~~3. The County will provide an annual report of County-wide fees and forfeitures to the Deferred Compensation Committee.~~

18.4 "Old" Sick Leave Conversion:

The following terms apply to employees hired by the County before ~~January 8, 2023~~February 5, 2023:

A. Effective ~~January 8, 2023~~February 5, 2023, all employees hired before ~~January 8, 2023~~February 5, 2023 will contribute two and eight-tenths percent (2.8%) of the employee's base wage rate each pay period for the duration of their employment with the County, to the County to offset the costs of retiree medical benefits described herein. These contributions are mandatory.

B. "Old" sick leave will be defined as sick leave earned before ~~January 8, 2023~~February 5, 2023. Old Sick Leave will cease to accrue as of ~~January 7, 2023~~ February 4, 2023 ("transition date"). For employees hired by the County before ~~January 8, 2023~~February 5, 2023, old sick leave accrued and unused as of ~~January 7, 2023~~February 4, 2023, with the exception of one hundred ninety-two (192) hours, will be removed from the employee's sick leave bank. A record of the number of frozen hours of old sick leave will be kept on file with the County, pending the employee's retirement from County service.

C. Employees hired before ~~January 8, 2023~~February 5, 2023 will retain up to one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank to use as needed.
   1. Employees hired before ~~January 8, 2023~~February 5, 2023 who take long-term, FMLA, CFRA or disability (including pregnancy disability) leaves of absence on or after ~~January 8, 2023~~February 5, 2023, who exhaust their one hundred ninety-two (192) hours of Old Sick Leave hours, as well as their New Sick Leave accrued after ~~January 8, 2023~~February 5, 2023, will be permitted to use additional hours of Old Sick Leave upon request for sick leave purposes listed in this MOU.
   2. Employees hired before ~~January 8, 2023~~February 5, 2023 who have less than one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank will retain remaining Old Sick Leave in their sick leave bank to use as needed.

D. For the purpose of this Section 18.4 only, prior years of service with Half Moon Bay Police Department, Millbrae Police Department and San Carlos Police Department immediately prior to such cities contracting with the County for law enforcement services will count toward the calculation of County Service.

E. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in the calculation of hire date and service time for the purpose of this section.

F. "Severed by reason of retirement" is defined as an employee retiring and drawing pension benefits from SamCERA simultaneous with separation from the County employment.

   Retirement from County service is defined as drawing SamCERA pension benefits via a service or disability retirement immediately upon separation from the County.

   If an employee separates from County service without retiring and does not return to County service within twenty-eight (28) days or less, the employee will forfeit all converted "old" sick leave amounts listed in this section, and will forfeit entitlement to all retiree health benefits described herein, except for vested contributions to the ~~RHRA~~Trust. The employee will not receive any ~~RHRA~~ Trust contributions or other benefit with respect to the forfeited amounts.

G. For Employees Hired By The County Before ~~January 8, 2023~~February 5, 2023 With Less Than Fifteen (15) Years Of Service Whose Employment With The County Is Severed By Reason Of Retirement:

For employees hired prior to ~~January 8, 2023~~February 5, 2023 whose employment with the County is severed by reason of retirement during the term of this MOU, and who have less than fifteen (15) years of continuous, full-time regular service at retirement, the County will contribute to the retiree's ~~RHRA~~ Trust in the amount of the employee's unused, frozen, "old" sick leave at the time of retirement on the following basis:

- For Tier 1 employees (defined as employees hired by the County prior to April 10, 2016 (except for those employees described in Tier 2 below) who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after ~~January 8, 2023~~February 5, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars ($675).
- For Tier 2 employees (defined as employees hired by the County between April 10, 2016 and January 7, 2023, employees hired before April 10, 2016 who made a prior, irrevocable election to go into Tier 2, and employees represented by the Deputy Sheriffs' Association hired between July 1, 2011 and April 10, 2016 who promote into a position represented by OSS, who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after ~~January 8, 2023~~February 5, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to four hundred dollars ($400).

The remaining one hundred ninety-two (192) hours of "old" sick leave will be maintained in the employee's sick leave bank to use as sick leave. Upon retirement from County service concurrent with separation from the County, the County will deposit any of the remaining, unused portion of the one hundred ninety-two (192) hours of "old" sick leave into the retiree's ~~RHRA~~Trust, using the following conversion formula:

- For Tier 1 employees, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars ($675).
- For Tier 2 employees, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to four hundred dollars ($400~~).~~

Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.

H. For Employees Hired By The County Before ~~January 8, 2023~~February 5, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Between Fifteen (15) and Twenty Years Of Service:

For an employee hired before ~~January 8, 2023~~February 5, 2023, who has between fifteen (15) and twenty (20) years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute five hundred dollars ($500) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the $500 into the retiree's ~~RHRA~~ Trust on a monthly basis.
    a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be two hundred fifty dollars ($250) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree's surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be four hundred dollars ($400) per month paid until the retiree would have reached the age of Medicare eligibility.
    b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 18.4, subsection H(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's ~~RHRA~~Trust.
5. At the time of retirement, the County will deposit an amount into the retiree's ~~RHRA~~ Trust equal to fifty percent (50%) of the unused, frozen Old Sick Leave

hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

I. For Employees Hired By The County Before ~~January 8, 2023~~February 5, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Twenty or More Years Of Service:

For an employee hired before ~~January 8, 2023~~February 5, 2023, who has twenty (20) or more years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand dollars ($1,000) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the $1,000 into the retiree's ~~RHRA~~ Trust on a monthly basis.
   a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be five hundred dollars ($500) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree's surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be eight hundred dollars ($800) per month paid until the retiree would have reached the age of Medicare eligibility.
   b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 18.4, subsection I(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's ~~RHRA~~Trust.
5. At the time of retirement, the County will deposit an amount into the retiree's ~~RHRA~~ Trust equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours

of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

6. For Tier 2 employees who retire from County service with twenty (20) or more years of service, the County will deposit into the Trust on behalf of the retiree fifty percent (50%) of the equivalent of two hundred eighty-eight (288) hours of "old" sick leave), multiplied by the rate of employee's base hourly wage into the retiree's ~~RHRA~~Trust.

Effective ~~January 7, 2023~~February 5, 2023, "old" sick leave with a conversion value to retiree health dollars will cease to accrue for all employees.

J. The surviving spouse or registered domestic partner of an active employee hired before ~~January 8, 2023~~February 5, 2023 who dies may, if they elect 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 (20) years of continuous service.

Section 19. "New" Sick Leave

19.1 "New" Sick Leave Accrual:

Effective ~~January 8, 2023~~February 5, 2023, employees will accrue "new" sick leave at a rate of three and seven-tenths (3.7) hours per pay period. "New" sick leave will have no cash value and will not have conversion value for the purpose of sick leave conversion for retiree health coverage. Such accrual will be prorated for an employee who works less than full time during a pay period.

"New" sick leave can accrue up to a cap of nine hundred sixty (960) hours.

Employees represented by OSS who subsequently promote to, and retire from, an unrepresented management position will have unused, "new" sick leave (accrued since ~~January 8, 2023~~February 5, 2023) converted to "old" sick leave upon retirement.

19.2 "New" Sick Leave Usage:

Sick leave may be used in increments of six (6) minutes.

"New" sick leave, plus up to one hundred ninety-two (192) hours of "old" sick leave, is accrued paid leave from work that can be used for any of the following purposes:

A. Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates them from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed health care professional.
B. The employee's receipt of preventative care or required medical or dental care or consultation.

C. The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on a member of the immediate family who is ill. For the purpose of this Section, immediate family means parent, spouse, registered domestic partner, child, stepchild, sibling, parent-in-law, grandparent or grandchild. The employee's preparation for or attendance at the funeral of a member of the immediate family. For the purpose of preparation for or attendance at a funeral, immediate family also includes child-in-law, grandparent-in-law, and sibling-in-law. Use of sick leave for this expanded definition is limited to a maximum of three (3) days if travel is required.

D. The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse or registered domestic partner for up to six (6) weeks immediately after the birth or arrival of the child in the home. Sick leave used concurrently with California Family Rights Act (CFRA) leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child. The basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

E. An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of their annual sick leave allotment to:
   1. Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or
   2. Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

An employee may elect to use their full amount of "new" sick leave in advance of drawing on "old" sick leave accrued before ~~January 8, 2023~~February 5, 2023.

SIDE LETTER AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND
THE ORGANIZATION OF SHERIFFS' SERGEANTS
RE: RETIREE HEALTH

This side letter will be incorporated into the final 2022 Memorandum of Understanding between the County of San Mateo and the OSS, and shall thereafter be eliminated.

SO AGREED:

For the OSS:

James M. Bickert

Name, Title RAINS LUCIA STERN ST PHALLE SILVER, PC

12-5-22

Date

For the County:

Kelly Tuffo, Liebert Cassidy Whitmore

November 30, 2022

Date