

Amendment to the Memorandum of Understanding (MOU) between San Joaquin County (County) and the Sheriff Deputy Sergeants Association (SDSA)

Subject to adoption by the Board of Supervisors, the County and SDSA agree to modify the below provisions of the MOU for the Sheriff Sergeants bargaining unit as follows:

1) **Duration**

The current MOU scheduled to expire on June 30, 2023, shall be extended through June 30, 2024.

2) **4.1 Salaries**

- a. Effective the first pay period in November 2022, employees in this unit shall receive a 5.0% equity adjustment to base salary.
- b. Effective the first pay period in January 2024, employees in this unit shall receive a 3.5% equity adjustment to base salary.

3) **Flexible Holidays**

Effective July 1, 2023, Flexible Holidays will be eliminated, and all eligible employees will move into the Floating Holiday program.

Except for the modifications contained herein, the terms of the current MOU remain unchanged through June 30, 2024.

Date: September 26, 2022

SDSA

By: 

Representative

SAN JOAQUIN COUNTY

Date: [Insert Date] 9/27/2022

By: 

Brandi Hopkins
Director, Human Resources

**Memorandum of Understanding
 Sheriff Sergeants Bargaining Unit
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MEMORANDUM OF UNDERSTANDING

SHERIFF SERGEANTS' BARGAINING UNIT

PREAMBLE:

This Memorandum of Understanding, hereinafter referred to as "Memorandum", is made by and between the County of San Joaquin and the Sheriff Deputy Sergeant Association, hereinafter referred to as "SDSA" or "Association", representing employees who are members of the Sheriff Sergeants' bargaining unit. This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the San Joaquin County Employer-Employee Relations Policy.

DURATION:

This Memorandum shall be in effect from the date of adoption by the Board of Supervisors through June 30, 2023.

I EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

SDSA and the County of San Joaquin recognize that it is the exclusive right of the County except as may be provided otherwise by Civil Service Rules, this Memorandum of Understanding, or the Employer-Employee Relations Policy to make all decisions of a managerial or administrative character, including but not limited to:

- (a) Hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take disciplinary action against employees.
- (b) Lay off or demote employees from duties because of lack of funds, in the interest of economy, or other legitimate reasons.
- (c) Determine the policies, standards, procedures, methods, means and personnel by which County operations are to be conducted.
- (d) Take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
- (e) Nothing in this Memorandum shall be construed to interfere with the County's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of San Joaquin County.

1.2 Labor - Management Committees

The County and SDSA shall establish committees comprised of labor and management representatives to deal with specific areas of concern as specified by separate letter.

1.3 Employees' Rights - Employer-Employee Relations

SDSA and the County of San Joaquin recognize that each employee shall have the following rights which he/she may exercise in accordance with this Memorandum, Employer-Employee Relations Policy, applicable law, ordinances and rules and regulations:

- (a) The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation on all matters within the scope of representation.
- (b) The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the County, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.
- (c) The right to refuse to join or participate in the activities of any employee organization.
- (d) The right to represent himself/herself individually in his/her employee relations with the County.

The Association or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the Board of Supervisors and serve the charged party in accordance with Section 13 of the Employer-Employee Relations Policy.

1.4 Discrimination in Employment Prohibited

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, or sexual orientation as outlined in Civil Service Rule 20.

Any employee who believes he or she has been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with his or her Department Equal Employment Opportunity Coordinator. The initial contact should be made as soon as possible, but no later than 60 days after the alleged act of discrimination or harassment occurred.

The Department Equal Employment Opportunity Coordinator shall process the complaint in accordance with Civil Service Rule 20, Section 3 Informal Complaint Process.

San Joaquin County shall comply with the provisions of the Americans With Disabilities Act (ADA). Individuals requesting reasonable accommodation under the ADA shall make a request in writing to their supervisor or manager, supported by medical documentation provided by an approved medical physician. The request shall identify the specific accommodation required and the anticipated duration needed for the accommodation. The manager or supervisor shall meet with the employee to confirm any documentation or verification received, in compliance with the ADA. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. Any such documentation, which discloses employee medical information, shall be provided directly to the Human Resources' Disability Management Unit. The County ADA Coordinator in Human Resources shall be consulted if any dispute arises in regard to an ADA accommodation.

1.5 SDSA Rights

SDSA shall have the following rights:

- (a) **REPRESENTATION:** Upon request, to meet and confer in good faith with appropriate levels of County management regarding matters within the scope of representation.
- (b) **ADVANCE NOTICE:** Except in cases of emergency, SDSA shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing SDSA with advance copies of the agenda of the Board of Supervisors and Civil Service Commission meetings.

In cases of emergency when County management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Association, County management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

- (c) **REPRESENTATIVES - MEETING ATTENDANCE:** SDSA may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SDSA shall submit a request for such release and shall include therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of County time for this purpose shall not be excessive, nor shall it unreasonably interfere with the performance of County services as determined by the County. The reasonableness of the number of such employees shall be the subject of negotiation.
- (d) **REPRESENTATIVES ACCESS TO EMPLOYEES:**

- (1) Authorized representatives of SDSA shall be allowed reasonable access to employees of the unit at their work locations during the working hours of the employees concerned for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The authorized representative shall give advance notice to the department head when contacting departmental employees during their duty period.
 - (2) Reasonable solicitation for membership or other internal Association business or campaigning shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of County are not interfered with.
- (e) **SDSA - COUNTY FACILITIES USE:** County facilities shall be available to SDSA as follows:
- (1) **County Buildings:** SDSA may be granted the use of County facilities for meetings composed of County employees within the bargaining unit provided space can be made available without interfering with County needs. SDSA shall obtain the permission of the designated County official for the use of such facilities.
 - (2) **Bulletin Boards:** SDSA has the right to the reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Association and the department, under the following conditions:
 - (a) Material shall be posted on space as designated.
 - (b) Posted material shall bear the name of the Association.
 - (c) Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
 - (d) Material shall be neatly displayed and shall be removed when no longer timely.
- (f) **EMPLOYEE PAYROLL DEDUCTIONS:** SDSA shall have the exclusive right to payroll deduction for its members in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee.
- A continuation of SDSA payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.
- (g) **MAINTENANCE OF MEMBERSHIP:** Effective the date of this agreement, for purposes of SDSA's continued certification as the recognized employee organization for this Unit, employees in this Unit who are now, or hereafter become members of SDSA shall

maintain membership with SDSA for life of this Memorandum of Understanding, except that any such employee may withdraw from such membership not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration of this Memorandum of Understanding.

- (h) ASSOCIATION RELEASE TIME: Sheriff Deputy Sergeant Association representatives shall be allocated a total of two hundred (200) hours for Association business, distributed among all representative units, for each 365-day period or part thereof under this Memorandum. The Association shall pay to the County the cost of such representatives' County salary for this period in cash or method to be agreed upon by the Human Resources Division and SDSA.
- (i) CLASSIFICATION STUDIES: Any classification or organizational study performed as a result of the meet and confer process shall, upon its completion by the appropriate County department, be submitted to SDSA for its comments prior to implementation. By this agreement the County is not making classification or organizational studies a subject for negotiations. They shall remain management rights. The Civil Service Commission shall not be bound by any recommendations or comments by SDSA.
- (j) All existing agreements within the scope of representation under the Meyers, Miliias-Brown Act, including but not limited to, wages, hours, terms and other conditions of employment as of March 1, 1997, shall remain in effect, except as specifically modified herein.
- (k) All existing union security agreements, including but not limited to dues checkoff, maintenance of membership, and agency shop shall remain in effect for the term of this agreement and for the terms of any extensions thereof.
- (l) If any part of this agreement is determined to be illegal or inapplicable as the result of changes in State or Federal law, or as the result of a court order, the County and SDSA, upon the request of either party, will meet and confer on the effect of such law or court order on this Memorandum.

2 INSURANCE

2.1 Cafeteria Plan Benefits

Regular employees eligible to receive benefits may elect to purchase health medical, dental, vision and life insurance coverage in accordance with this Memorandum for the employee and, where applicable, his/her dependents from a cafeteria plan account established for each regular employee. For the purposes of this Memorandum, a "regular employee" is any employee occupying a budgeted position, whether or not such employee is scheduled to work eighty (80) hours in a pay period. Employees entering this unit on or after July 7, 2020 are not eligible for Cafeteria Plan Benefits and are covered by Section 2.3 and 2.3.1 of this Memorandum. Employees who enter this unit without a break in service from another County unit and who

participated in the Cafeteria Plan in their prior unit will be permitted to continue participation in the Cafeteria Plan.

Effective July 20, 2020, the County's bi-weekly contribution to the cafeteria plan will be \$1365.75. If, during the term of this Memorandum, any and/or all unrepresented county employees have their cafeteria plan uncapped from the 2010/11 biweekly dollar amount contributed by the County, and any and/or all unrepresented county employees receive an increase the members of this bargaining unit shall receive the same percentage increase.

2.1.1 Amount of Cafeteria Plan

To the extent a regular employee does not fully utilize the County's health contribution, the employee may receive taxable income equal to the amount of the County's contribution less the premium amount of medical, dental, vision and life insurance coverage chosen by the employee. Should the premium amount of such coverage exceed the amount of the County's contribution to the cafeteria plan, the excess amount shall be deducted from the employee's paycheck.

For employees opting to participate in the County's medical, vision and dental plans, should the cafeteria allowance be less than the County's premium contribution (based on Section 2.3.1) for the lowest cost PPO or HMO health plan, vision plan, and dental plan chosen by the employee, the County shall pay the difference through a premium supplement. The employee's share of premiums shall be deducted from the employee's paycheck.

Employees in this unit retain eligibility for the full amount of the above benefits during any pay period in which they use one (1) hour of paid time.

2.2 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a regular employee or as a contract or part-time employee, who, by such contract or part-time provisions, is eligible for the stated insurance coverage, and the employee's completion and submission of any required enrollment forms and supporting documentation, if required.

2.3 Health Insurance Options

The County shall provide one or more options for health insurance coverage for eligible employees and dependents.

The side letters the parties entered into on September 13, 2019 and on June 10, 2020, are terminated.

2.3.1 Health Insurance Premiums

For employees hired into this unit on or after July 7, 2020, or for employees in the Deputy Sergeant A classification who elect to move into the Deputy Sergeant B classification pursuant to Section 4.1(c), the County will pay 80% of the premium for the lowest cost PPO plan or HMO plan and the employee shall pay 20% of the premium for all tier levels (employee only, employee plus one, employee plus family). For employees electing a PPO other than the lowest cost plan, the County shall contribute at the same coverage level as the lowest cost PPO plan County contribution and the employee shall pay the difference between the County contribution and the full rate.

For any new plan options, the County will pay 80% of the premium and the employee shall pay 20% of the premium for employees electing the lowest cost PPO or HMO plan at all tier levels (employee only, employee plus one, employee plus family). If a higher cost PPO plan is implemented, the County shall contribute at the same coverage level as the lowest cost PPO plan County contribution and the employee shall pay the difference between the County contribution and the full rate.

If on Leave of Absence Without Pay — Refer to Section 2.9 — Continuation of Insurance Benefits While on Leave.

2.3.3 Coverage For Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), surviving dependents of any County employee who is covered by County-offered health insurance and who dies while employed, whether in paid or unpaid status, shall be allowed to retain their dependents' coverage, provided that the dependents elect COBRA coverage and pay their applicable premiums by the due date. This provision is not intended to replace the notice requirements under COBRA.

2.3.4 Health Plan Information

SDSA shall have input in the selection of the provider and the insurance broker for the County health, dental, and life insurance programs.

2.4 Dental Insurance

The County shall provide an option for dental insurance coverage for eligible employees and dependents in one or more dental insurance plans. Such plans may be fully insured or self-insured by the County.

Employees receiving cafeteria contributions will be responsible for 100% of the insurance premium.

Employees who do not receive cafeteria contributions will receive employee-only tier coverage at 100% for all dental plans, excluding the buy-up options. Employees will be responsible for the difference between the standard/core option of any plan, and the buy-up option. The County shall pay the employee-only premium and any increases thereof for the term of this memorandum. Dependent dental coverage is available in any offered plan at the employee's expense.

Orthodontia coverage may be available through several dental plans. The plan will pay 50% of actual costs. The maximum amount of orthodontia coverage for eligible enrollees is \$1200, lifetime.

The maximum annual dental benefit per person in the self-funded dental plans shall be \$3,000.

The side letter entered into by the parties on September 13, 2019 is terminated.

2.5 Vision Insurance

The County shall provide one or more options for vision insurance coverage for eligible employees and dependents.

Employees receiving cafeteria contributions will be responsible for 100% of the insurance premium.

Employees who do not receive cafeteria contributions will receive 100% of the employee-only tier premium coverage for any vision plan, excluding the buy-up option. Employees will be responsible for the difference between the standard plan and buy-up option. Dependent vision coverage is available on any offered plan at the employee's expense.

The side letter entered into by the parties on September 13, 2019, is terminated.

2.6 Life Insurance

The County shall provide each eligible employee with life insurance coverage as follows:

- (a) At least one but less than three continuous years of service -- \$1,000.
- (b) Three but less than five continuous years of service -- \$3,000.
- (c) Five but less than ten continuous years of service -- \$5,000.
- (d) Ten continuous years of service or more -- \$10,000.

For the purposes of this subsection only, a year is defined as twelve (12) consecutive calendar months of employment.

2.6.1 Additional Life Insurance

Regular employees in this unit shall be provided with a County-paid term life insurance policy with a face value of \$50,000. The policy shall include a double indemnity accidental death and dismemberment provision.

If an employee separates from employment with a service or disability retirement, this policy shall continue through the first twelve (12) months following such separation and thereafter the face value of coverage to 100% shall be reduced at a rate of 20% per year so that such benefit would terminate at the end of sixty (60) months after separation.

Eligible employees in this unit shall have the option to purchase additional term life insurance in increments of \$25,000 to a maximum of \$200,000 at the County's rate.

Members of this unit may purchase group term life insurance for spouses to the extent allowed by the insurance carrier, if such purchase does not affect the County's group premium rates.

2.8 Flexible Benefits

Eligible employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and un-reimbursed healthcare expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible health plan and are receiving contributions to a health savings account, are not eligible to enroll in the flexible benefit program under this section. See Section 2.8.1.

2.8.1 Health Savings Account

For employees who are enrolled in a Health Savings Account (HSA)-Qualified High-Deductible Health Plan (HDHP), the County will contribute \$700/year for Employee Only and \$1,400/year for Employee plus dependent(s) to a HSA. Funds will be deposited through the County's payroll process and sent directly to the County's approved HSA Third Party Administrator (TPA), prorated over 26 pay periods. Employees can elect to make additional HSA contributions up to the IRS total combined (employer and employee contributions) HSA maximum contributions for single or family coverage. It is recommended that individuals limit the combined HSA contribution to stay within IRS requirements for prorating based on a partial calendar year HDHP enrollment in order to avoid tax penalties.

Employees who are not enrolled in a HSA-Qualified HDHP or who participate in a flexible spending account as provided in Section 2.8, are not eligible for participation in an HSA under this section.

The side letter the parties entered into on June 10, 2020 is terminated.

2.9 Continuation of Insurance Benefits While On Leave of Absence

Employees in this unit who are on a protected leave of absence (Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave) retain eligibility for the employer-paid premium amount during the time of protected leave regardless of the number of hours of paid time. To maintain benefits, an employee must pay the employee contribution of the premium.

Employees in this unit who are on an approved unprotected leave of absence, retain eligibility for the employer-paid premium amount during the time of unprotected leave so long as they use at least 41 hours of paid time per pay period.

The employee's share of the premiums shall be deducted from the employee's paycheck, or paid directly to the County's Benefit Office, at least two week prior to the due date.

2.10 Voluntary Employee Benefit Association

The Parties agree to form a joint-labor management committee whose purpose shall be to research the feasibility of establishing a Voluntary Employee Benefit Association (VEBA) which is consistent with federal and state law. The parties agree to meet within sixty (60) days of the final ratification of these MOU's for the purpose of discussing the establishment of a VEBA for employees of San Joaquin County. The County agrees that three members of the bargaining unit shall be provided reasonable release time for the purpose of attending meetings of the joint labor management committee. The parties further agree that they shall provide the Board of Supervisors and the association membership with periodic reports on the progress of the committee's work and that a final report shall be provided to the Board and to the union no later than January 18, 2005.

3 LEAVES FROM EMPLOYMENT

3.1 Vacation

Except as specified below, regular employees in this unit shall accrue and accumulate vacation according to the following schedule:

(a)	(b)	(c)	(d)	(e)
hours on payroll equal to # of full continuous bi-weekly payroll periods	hourly accrual rate	maximum bi-weekly accrual hours	approx. hours annual accrual	maximum accumul. hours

less than 78	.0385	3.080	80	160
78, but less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520 or more	.0885	7.080	184	368

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Each department head shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the department head has final authority to grant or deny such request.

3.2 Vacation Time For Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family as described in Section 3.3.2.

3.3 Sick Leave

3.3.1 Accrual

The granting of sick leave with pay is a privilege and not a right. Regular employees shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

3.3.2 Sick Leave Usage

Subject to the conditions specified in this memorandum sick leave may be authorized for any of the following reasons:

- (a) Illness, injury or quarantine of the employee;
- (b) Medical, dental or optical care of the employee;
- (c) Illness, injury or quarantine of a member of the employee's immediate family which

requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of sixty-four (64) hours in a fiscal year.

For the purpose of this Section, "immediate family" means the spouse, domestic partner, child, parent, sibling, grandparent or grandchild of the employee; or the child, parent, sibling, grandparent or grandchild of the employee's spouse, or domestic partner.

- (d) Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
- (e) An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.
- (f) An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.
- (g) Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.

3.3.3 Sick Leave Exclusion

No employee shall be entitled to sick leave because of any of the following:

- (a) Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
- (b) Illness, injury quarantine or disability while on leave without pay;
- (c) An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.

3.3.4 Sick Leave Verification

Employees absent from work because of illness, injury, or quarantine, or for non-emergency medical, dental or optical care shall be paid only upon furnishing the appointing authority or designee with satisfactory proof as may be required by the appointing authority or designee that the absence was due to such cause.

If verification is requested, the requirement, need and form for such verification shall be made known to the employee in advance of any absence, but no later than the time the employee calls in

sick. An appointing authority shall not require "after the fact" verification.

3.3.5 Sick Leave Abuse

Upon information and after investigation and the determination of the Director of Human Resources that an employee has abused the privilege of sick leave benefits, the Director may suspend the employee's privilege of sick leave accrual and/or usage with pay for such period as the Director determines necessary to deter the employee from again abusing the privilege.

3.3.6 Sick Leave Conversion

This Article applies to all employees hired on or prior to August 27, 2001.

Employees must have one hundred sixty hours (160) of sick leave remaining on the books at the time of retirement to be eligible for this benefit.

Upon separation from employment and concurrent assumption of a retired status in the San Joaquin County Employees Retirement Association, an employee from this unit will cash out 20% of sick leave upon retirement. The remaining 80% of sick leave will be used to implement Section 8.4. of this Memorandum.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, the San Joaquin County Employees Retirement Association. Such cash conversion amount shall be paid when the employee first receives monetary allowances from such Retirement Association.

3.3.7 Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, the County agrees to the following sick leave incentive plan.

- (1) **CONDITIONS OF PARTICIPATION:** An employee must be on payroll with the County during the entire calendar year to be eligible for incentive rewards.
- (2) **QUALIFICATIONS AND REWARDS:** Eight (8) hours of administrative leave will be granted to an employee who, at the end of each calendar year, has a sick leave balance which equals at least one half of the cumulative amount that the employee was eligible to accrue based on years of service.
- (3) **DEFINITIONS:** Administrative Leave - For the purposes of this program, administrative leave will be granted at the beginning of the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require

mutual agreement of the employee and the department head or designee.

3.4 Holidays

3.4.1 Regular Holidays

The following days are established as regular holidays for regular employees and part-time employees:

- (a) January 1 - New Year's Day
- (b) The third Monday in January - Martin Luther King, Jr.'s Birthday.
- (c) The third Monday in February - Washington's Birthday.
- (d) The last Monday in May - Memorial Day.
- (e) July 4 - Independence Day.
- (f) The first Monday in September - Labor Day.
- (g) November 11 - Veteran's Day.
- (h) Any November day designated as Thanksgiving Day.
- (i) The Friday following the day designated as Thanksgiving Day.
- (j) December 25 - Christmas Day.
- (k) All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and adopted by the Board of Supervisors.

3.4.1.1 Regular Holiday - Weekend Observance

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as a floating holiday.

With the exception of employees who work in a seven (7) day per week work site, when a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees who work in a seven (7) day per week work site, when a regular holiday falls on a Sunday, the regular holiday shall be observed on Sunday.

Notwithstanding provisions of the County ordinance relating to regular holidays that fall on a Saturday, employees who are scheduled to work and who work on a regular holiday that falls on a Saturday shall be compensated in accordance with Section 3.4.2.1 of this Memorandum of

Understanding. When an employee is scheduled to work and works on a regular holiday that falls on a Saturday, the preceding Friday is not observed as a floating holiday.

3.4.2 Regular Holiday Compensation

3.4.2.1 Regular Holiday Compensation - Regular Employees

Any regular employee whose regularly scheduled day off falls on a regular holiday shall have the option of being paid cash for eight (8) hours at the straight time rate or accruing the equivalent hours of regular holiday time.

In addition to regular salary, any regular employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday by: (1) cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary, or (2) the accumulation of regular holiday time at the rate of one and one-half (1-1/2) hours for each hour worked.

3.4.2.2 Regular Holiday Compensation - 24 Hour Work Sites

Employees who work in a seven (7) day per week work site and work only on the Monday following the actual holiday shall receive eight (8) hours of straight time pay plus eight (8) hours accrual of floating holiday time. Employees who work both days shall receive premium compensation for Sunday only.

3.4.2.4 Maximum Regular Holiday Accumulation

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

3.4.3 Floating Holidays

The following days are established as floating holidays for regular employees as follows:

- (a) Each regular employee's birthday.
- (b) February 12 - Lincoln's Birthday.
- (c) September 9 - Admission Day.
- (d) The second Monday in October - Columbus Day.
- (e) The Friday preceding any regular holiday which falls on a Saturday.

Employees hired into this unit on or after July 7, 2020, shall not be eligible for floating holidays as described above except (e). Employees in any County bargaining unit who are eligible to receive

these floating holidays may retain them when they are appointed to a position in this unit without a break in service.

3.4.3.1 Floating Holiday Observance

Regular employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits may individually, with the approval of the department head, take such holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate up to forty eight (48) hours of floating holiday time to be used at a deferred date. Such floating holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head. County offices and departments shall remain open for business on any day deemed to be a floating holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

Any regular employee whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits and whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

3.4.3.2 Flexible Holidays

The following days are flexible holidays for regular full-time employees hired on or after July 7, 2020.

- (a) Each regular employee's birthday
- (b) September 9 – Admission Day
- (c) The second Monday in October – Columbus Day
- (d) February 12 – Lincoln's Birthday

3.4.3.3 Flexible Holiday Observance

Regular full-time employees may individually, with the approval of the department head, take such flexible holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate up to thirty-two (32) hours of flexible holiday time to be used a deferred date, within the fiscal year. Hours accrued shall not be carried over beyond the end of the fiscal year and have no cash value. Such flexible holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head. County offices and departments shall remain open for business on any day deemed to be a flexible holiday and employees who elect to accumulate flexible holiday time shall receive their regular compensation for working on the holiday.

Any regular full-time employee whose regularly scheduled day off falls on a flexible holiday shall accrue flexible holiday time as provided in this section

3.4.3.4 Cesar Chavez's Birthday

Any employee who has at least eight hours of holiday or other vested banked time and requests Cesar Chavez's birthday (March 31) off shall be granted such time off provided the employee's department or work unit meets its minimum staffing requirements.

3.4.4 Shift Designation

For the purposes of this Section, the night shift of the calendar day preceding the actual date of the regular holiday shall be considered Shift #1, the day shift of the regular holiday shall be Shift #2 and the p.m. shift of the regular holiday shall be Shift #3.

3.5 Bereavement Leave

Regular employees, part-time employees with benefits, and job-share employees, who suffer a death in their "immediate family" may be allowed to be absent with pay for three (3) scheduled County work days for each family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work. Immediate family includes the spouse, domestic partner, child, parent, sibling, grandparent, great grandparent, grandchild or great grandchild of the employee; or child, parent, sibling, grandparent, great grandparent, grandchild or great grandchild of the employee's spouse or domestic partner.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, domestic partner, parent or child. Such additional leave shall be used within 30 days of the death.

3.7 Military Leave

The following procedures and restrictions shall apply to military leave:

- (a) To be eligible for paid military leave, an employee must have at least twelve (12) months of qualifying service immediately prior to the leave. Qualifying service is continuous and consecutive County service or recognized military service. Recognized military service is defined as full-time service in the armed forces during a national or state emergency. Generally, recognized military service would be that during World War II, the Korean War, the Vietnam Conflict, or any conflict for which an expeditionary medal was awarded. This time requirement does not apply to declared emergency situations. Under such emergencies, any employee ordered to active duty is eligible for paid temporary military leave.
- (b) Temporary military leave with pay can be authorized for eligible employees only when

they are ordered to active duty.

- (c) Weekend drills are not active duty. Departments will make reasonable attempts to change an employee's schedule to allow for off-duty attendance at monthly drills. If such accommodation is not possible, the employee may use leave as specified in (h).
- (d) A copy of the employee's order to active duty must accompany any military leave with pay.
- (e) Paid temporary military leave can be authorized for a maximum of thirty (30) calendar days in each fiscal year.
- (f) In calculating leave, holidays (floating or regular) which occur during an employee's military leave will be charged as holidays used rather than military leave.
- (g) All other calendar days encompassed by the order will be counted as military leave whether normally scheduled days or days off.
- (h) Employees will not be denied the right to use leave to attend active or inactive military duty. If the employee is not eligible for temporary military leave with pay, the employee may request a leave of absence without pay or use accrued vacation, holiday, or compensatory time off.
- (i) The total amount of temporary military leave, paid and unpaid, may not exceed 180 calendar days in one year.

3.8 Leave of Absence Without Pay

In accordance with Civil Service Rule 12, leaves of absence may be granted to regular employees for any of the following reasons:

- 1) Medical illness or disability not covered by accrued leave.
- 2) Maternity/Pregnancy.
- 3) Personal reasons.
- 4) Education or training.

3.8.1 Medical Leave Without Pay

Medical Leave Without Pay may be granted to probationary or permanent employees by the department head. Requests must be submitted with a statement from a California licensed physician stating the nature of the disability and the estimated duration of the disability. A medical leave may be granted for a maximum of one year; (extensions may be possible, usually pending disability

retirement). A leave of over 30 days must be approved by the Director of Human Resources.

3.8.2 Pregnancy Disability Leave

Pregnancy disability leave without pay shall be granted to temporary, contract, and regular employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Memorandum.

Current law provides up to 16 weeks leave for pregnancy disability. Employees may also be eligible for an additional 12 weeks of leave under CFRA Section 3.9.1. of this Memorandum. The County will comply with any state or federal law and reserves any rights of restrictions.

3.8.3 Educational Leave

Educational Leave without pay may be granted to permanent employees by the department if the leave furthers the department's goals and the employee's last performance evaluation was at least satisfactory. Initially, leave of up to one (1) year may be granted and may be extended up to an additional year.

3.8.4 Personal Leave of Absence

Personal Leave of Absence may be granted to a permanent employee by the department head for reasons acceptable to the department head. The employee's last performance evaluation must be at least satisfactory. Leave may initially be granted for up to one (1) year and may be extended up to an additional year.

Forms for request of leave of absence are maintained in each department. Requests for leave of absence shall be submitted sufficiently in advance of the proposed effective date to permit the department head and the Director of Human Resources to take action prior to that date.

3.8.5 Effect of Unpaid Leave of Absence on Other Leaves

No employee who has been granted a leave of absence without pay shall accrue any vacation, sick leave or holiday during the time of such leave nor shall such time count toward gaining permanent status.

3.9 Family Leave

3.9.1 State Family Leave

In accordance with State law, any employee with more than 12 months of service with the County and who has worked a minimum of 1250 hours in the 12 months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks or 480 hours in a 12 month period. An employee who takes such family care leave shall be returned to employment in the same or

comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care placement of the child, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, domestic partner, or child who has a serious health condition.

For the purposes of this Section, the terms "employment in the same or a comparable position", "child", "parent", and "serious health condition" are as defined in Section 12945.2 of the Government Code.

The reasonable advanced notice, scheduling and certification requirements of 12945.2 (h), (i), (j) and (k) shall also apply.

An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with County regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee on State Disability Insurance shall not be required to use more leave than is necessary, in conjunction with SDI, to receive a full paycheck.

An employee who takes family care leave in an unpaid status shall be eligible for fringe benefit on the same terms as an employee on any other unpaid leave of absence.

For issues related to illness, this section applies to medical leaves of absence that meet the definition of a "serious health condition" as defined in Section 12945.2 of the Government Code or Section 29 CFR 825.113 of the federal Family and Medical Leave Act.

3.9.2 Federal Family and Medical Leave

San Joaquin County will comply with the federal Family and Medical Leave Act, maintaining all rights or restrictions that are permitted by the federal Family and Medical Leave Act.

3.9.3 School Activities

The County of San Joaquin shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than eight (8) hours per month, to participate in their children's school activities. Current state law provides that at the request of the employer the employee shall provide documentation as proof of the employees' participation in their children's school activities on a specific date and at a particular time. For purposes of this section "documentation" means whatever written verification of parental participation the school or licensed child day care facility deems appropriate and reasonable. Employees working a shift greater than eight (8) hours per day may take one full shift per month, subject to the 40 hour maximum. An employee may take unpaid leave or may use accrued vacation, compensatory, floating holiday or regular holiday time.

3.10 Catastrophic Leave Program

3.10.1 Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by the Sheriff Deputy Sergeant Association.

- (a) A County employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:
 - (1) The employee has exhausted, or will soon exhaust all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member, as defined in San Joaquin County Ordinance Code Section 2-5230.
 - (2) The employee has received approval for an unpaid leave of absence from his/her Department Head.
- (b) Employees may donate accrued vacation, compensatory time or holiday time; sick leave may not be donated.
- (c) Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor in each donation period.
- (d) Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.
- (e) Once donated to an individual, donated leave cannot be reclaimed by the donor.

3.10.2 Processing of Donations

Upon receipt of donation authorizations, the Auditor-Controller shall take the following actions:

- (a) Verify that donating employee has minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.
- (b) Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.
- (c) Notify departments of changes in leave balances by noting Auditor adjustments on the payroll certs for the next payday.

(d) Retain a confidential file of donation authorizations.

3.10.3 Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the County or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding.

If catastrophic leave donations are made due to the medical condition of an employee's immediate family member, the 64-hour limitation on the use of family sick leave is waived for absences resulting from that condition only.

3.11 Leave for Promotional Examinations

Employees shall be allowed the necessary time off with pay to participate in promotional examinations for the County, which are held during their regular work hours.

3.12 Effect of Re-employment or Reinstatement on Leave Accrual Rates

A former employee who returns to County service shall not be entitled to accumulated sick leave benefits unless the return to County service is the result of reinstatement within one year of termination of employment OR is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.

Employees who are reinstated to County service within one year of termination will be returned to the same vacation accrual rate and salary grade step that was held at the time of separation.

4 COMPENSATION

4.1 Salaries

Unless expressly provided to the contrary by this Memorandum or Board Order, Resolution, or Ordinance, salaries and hourly rates of pay for all earned leave time, including but not limited to sick leave, vacation, compensatory time off, holiday, and bereavement leave, and salaries and hourly rates of pay for all additional compensation, including but not limited to overtime, supplemental pay, standby pay, call-back pay, holiday premium pay and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All negotiated salaries shall remain as adopted for the life of this Memorandum unless mutually agreed otherwise in writing.

Each job classification will be assigned an individual salary grade. Each salary grade will

identify the bi-weekly five-step salary range as the established compensation for that class. The current Step 1 salary established for each class based on the June 29, 1992 salary table will remain the Step 1 salary of the new salary range. Each subsequent step in the new salary range will be 5% more than the preceding step, through Step 5. Any negotiated salary adjustments will be made to the first step in the salary range. Once adjusted, each subsequent step will be 5% more than the preceding step, through Step 5.

The County agrees to provide a salary range spread between classifications of the manager and the next highest paid subordinate of no less than 7 percent.

The County and SDSA agree that the parties will negotiate, upon request, the salaries of new classes established as a result of a reclassification of positions.

- (a) Employees entering this unit on or after July 7, 2020, will be appointed to the Deputy Sergeant B classification, with a pay range, as of July 7, 2020, of \$3,349.63 – \$4,701.50 per pay period
- (b) Effective July 20, 2020, employees who entered the unit before July 7, 2020 (Deputy Sergeant A) and who have not exercised their option under (c) below, shall receive a 2% cost of living adjustment to the base salary
- (c) Employees in the Deputy Sergeant A classification can elect to move into the Deputy Sergeant B classification. This election is irrevocable.
- (d) Effective July 19, 2021, all employees shall receive a 1% cost of living adjustment to the base salary.
- (e) Effective July 18, 2022, all employees shall receive a 3% cost of living adjustment to the base salary.

4.2.2 Special Assignment Supplement

The Director of Human Resources may authorize a 5% salary increase to any employee designated by the County Administrator to be on special assignment.

4.2.4 Standby Pay

A department head, with the approval of the County Administrator, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at 20% of their regular hourly rate.

4.2.5 Work Above Class

A department head may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period. If an employee is assigned to a classification with a higher salary range for more than five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period, the employee shall be compensated, beginning with the sixth day of such above-class assignment, at an amount equal to what the employee would receive if promoted to the higher class, or 5% if no class exists. Such assignment must receive approval of the Director of Human Resources. Assignments to cover routine vacation or sick leave absences will not be approved. Vacation or sick leave absences in excess of two weeks shall not be considered routine.

Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification. Whenever an employee working in a higher classification receives a merit increase in the employee's regular classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above class shall be adjusted so that the employee continues to be compensated at the rate specified above.

4.2.7 Longevity

Employees in the Deputy Sergeant B classification are entitled to the highest of the following supplements for which they qualify, based on continuous San Joaquin County service in the Deputy Sheriff and/or Sheriff's Sergeant bargaining unit:

- a. Effective July 20, 2020: 14,560 or more regular paid hours – 1% of regular base salary.
- b. Effective July 19, 2021: 20,800 or more regular paid hours – 3% of regular base salary.
- c. Effective July 18, 2022: 41,600 or more regular paid hours – 6% of regular base salary.

4.2.8 P.O.S.T. Pay

Effective the pay period beginning September 8, 2003.

Employees in this unit possessing an Advanced POST certificate shall receive additional compensation of 10% of base pay bi-weekly.

Employees in this unit possessing an Advanced POST certificate, and having 15 or more years of County service shall receive additional compensation of 2.5% of base pay bi-weekly, for a total of 12.5% additional compensation of base pay bi-weekly.

Employees in this unit possessing a Supervisory or Management POST certificate, and having 24 or

more years of County service shall receive additional compensation of 2.5% of base pay bi-weekly, for a total of 15% additional compensation of base pay bi-weekly.

4.2.15 Additional Compensation

A Sergeant assigned to the Critical Incident Management Team, Explosive Ordinance Detail, Training, Internal Affairs, Detectives, Patrol Administration, Lathrop Patrol Administration, Patrol Field Training, Court Services Administration, Boating Safety, Transportation, and Alternative Work Programs shall receive a pay supplement of 5% of base salary in addition to the regular rate of pay.

4.2.16 Parking Supplement Downtown

Effective upon implementation of the Select and Premier Healthcare Plans the County agrees to contribute the actual cost up to \$17.00 per biweekly pay period, directly to the Central Parking District, for eligible employees who work in the Downtown Core Area, as defined in the report on Employee Parking in Downtown Stockton as adopted by the Board of Supervisors February 13, 2001. Eligible employees utilizing parking lots that are not part of the Central Parking District will be reimbursed the actual amount of their monthly parking receipt up to \$36.83 per month as submitted with a County Expense Reimbursement Claim form through their departments normal reimbursement process.

During the term of the agreement the County may provide alternative downtown parking options which will be in lieu of the parking supplement as described above.

4.3 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he/she is entitled for that pay period: step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of \$100 in terms of gross pay, if presented by noon on the Friday following payday, shall be paid within two (2) working days of presentation of the claim to the Auditor-Controller. Overtime exceptions shall be paid no later than the following paycheck.

All payroll errors resulting in gross pay overpayment, net pay overpayment or granting of other compensation or benefits in error must be repaid to the County. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and compensatory time to repay the County in cases of payroll errors resulting in gross salary overpayment. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked, or misclassification of hours worked.

Accrued annual and holiday leave and compensatory time may not be used to repay the County for net salary overpayments that do not result from gross salary errors. Such errors include, but are not limited to, underwithholding of deductions for employee-paid benefits and taxes. Employees may repay a net salary overpayment, due to an underwithholding, over the same amount of pay-periods

that the underwithholding occurred.

Employees shall be allowed to use vested time banks to reimburse the County in cases of payroll errors resulting in over payment, at employee's option.

4.4 Mileage and Travel Expenses

If it is legally possible to do so, the County shall grant advance travel pay when requested by the employee at such times as the employee is traveling outside the County on County business.

Effective upon adoption by the Board of Supervisors the mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate the beginning of the first full bi-weekly pay period following announcement of the changed rate by the Internal Revenue Service.

Meal and lodging reimbursement shall be authorized and paid in accordance with procedures and requirements listed in Section 3500 of the Administrative Manual of San Joaquin County. Those reimbursement limits shall not be changed without meeting and conferring with SDSA.

Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

4.5 Deferred Compensation Contribution

The County of San Joaquin may maintain a Section 457 and/or other Deferred Compensation Plans. The allowable contribution shall be the maximum allowed by the Internal Revenue Service Code.

The County, at its sole discretion will have the right at any time during the period covered by this agreement to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge will not exceed the actual cost to the County for administration of the plan or plans as computed by the Auditor-Controller under standard accounting practices for cost allocation purposes.

Before implementing a payroll deduction charge, the County will make every effort to negotiate with the plan vendors and/or third party administrator(s) to recoup the County cost from their management fees.

For members of this unit, the County shall make a contribution equal to 1% of the employee's base salary to the deferred compensation plan.

5 DAYS AND HOURS OF WORK - OVERTIME

5.1 Work Week

Unless otherwise provided for in this Memorandum or in any Resolution or Board Order, the base

compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour work week. A bi-weekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the county except as otherwise provided.

All employees in this unit whose current work schedule is tied to the schedule for Deputy Sheriffs shall have their work schedules changed to the same schedule as the Deputy Sheriffs whom they supervise if and when any change is made.

5.2 Working Hours

In accordance with the Board of Supervisors' policy, a department head may change the working hours of individual employees to accommodate functional needs of the department so long as no change is made in the regular hours of the department.

5.3 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all straight time hours on payroll except sick leave shall be considered "hours worked".

If in the judgment of a department head or duly-authorized designee, work beyond an employee's normal workday or work week is required, the department head or designee may order such overtime work. Except as provided in this Section, employees shall be eligible for overtime compensation when:

- (a) an employee works in excess of the number of hours in his/her normal workday except that any part-time employee shall not be eligible for overtime until such employee works at least 12 hours in a day.
- (b) an employee works in excess of eighty (80) hours in a bi-weekly pay period;
- (c) an employee whose normal work week is five (5) scheduled eight (8) hour days in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;
- (d) an employee, who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (b) and (c) above;
- (e) an employee is required to work during a lunch period for which the employee does not ordinarily receive compensation.

5.4 Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in (a), (b), and (d) above.

5.5 Call-Back Overtime

5.5.1 Definition

Call-back overtime is defined as overtime required of an employee who, following completion of the employee's assigned work day, is notified to report back to duty. Contiguous overtime, or overtime assigned to be worked within one (1) hour after completion of the regular work shift, or overtime assigned by the department head or designee which is performed at a time convenient to the employee shall be excluded from the minimum unless such overtime is performed on a regular day off.

5.5.2 Compensation

An employee who performs call-back overtime shall receive credit for the actual time worked, but not less than three (3) hours credit each time the employee is called back. An employee who performs call-back overtime shall be compensated according to the provisions of Section 5.6.

The Sheriff or his designee (following the chain of command in the Department), retains the right to schedule and order overtime when in his, or his designee's, judgement the necessity arises.

Prior to the assignment of any overtime, the Sheriff, or his designee, shall move Sergeants from less critical assignments within the Department to the necessary location.

The Sheriff, or his designee, shall attempt to assign overtime to Sergeants who volunteer. If there are an insufficient number of volunteers, the Sheriff, or his designee, shall then call back (order) Sergeants who are on their day off to work overtime and shall pay them in accordance with the call-back provisions of this section.

In the event the Sheriff, or his designee, deems it necessary to call back (order) a Sergeant to work two consecutive days off, the second day of assignment shall be compensated at a minimum of five hours of pay.

In the event an emergency is declared by the Sheriff, or his designee, the additional compensation for the two or more consecutive days of assignment while on days off shall not apply, and Sergeants shall be paid in accordance with the call back provisions of this section.

5.6 Overtime or Exempt Compensatory Time

Employees shall be compensated for overtime or additional time worked in accordance with their

Group designation:

- (a) Group 1 employees are those employed in classifications eligible for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA) and designated by the Board of Supervisors to be salaried and, therefore, exempt from the overtime provisions of the FLSA. These employees may be required to periodically or routinely work long or irregular hours to fulfill the responsibilities of their positions.

Employees are compensated for time worked in excess of 40 hours in a work week, by the accrual of exempt compensatory time equal to the amount of time worked in excess of 40 hours in a work week. Employees' accrual bank may not exceed 80 hours. Exempt compensatory time bank accruals may be converted to cash at time of separation, without associated benefits or service credit.

- (b) Group 2 employees shall be compensated for overtime by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements).
- (c) Group 3 employees are those employed in grant positions and shall be compensated for overtime as provided in their contracts.
- (d) Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked in the same manner as Group 2 employees.

5.7 Meal and Rest Periods

5.7.1 Rest Periods

To promote maximum productivity and morale, it is the policy of San Joaquin County that, when County operations permit, each employee shall be entitled to two (2) rest periods not exceeding fifteen (15) minutes each, during a regular eight (8) hour shift. When County operations permit, such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each employee's workday. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

5.7.2 Meals During Overtime

Meals which must be consumed on the job after the normal workday and while working in an

overtime situation are not to be considered as an interruption of overtime work performed. The County shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in a paid status. An employee, upon request, shall be allowed to take a thirty (30) minute meal break after two (2) hours overtime and every four (4) hours thereafter. The County retains the right to refuse requests for meal breaks in the event of emergency.

5.8 Alternative Schedules

5.8.1 Flex Hours

The County and SDSA shall negotiate, on request, flex time schedules on a department by department basis. Such negotiations shall be conducted between SDSA and the County's designated negotiator.

Flex time schedules are those alternate work schedules, including but not limited to a "4-10" plan or a "9-80" plan, which do not violate the Fair Labor Standards Act or Section 5.3. of this memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the County and SDSA adopt a memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.

The County and SDSA agree that when a written request for flexible work schedules is denied, the Appointing Authority or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

5.8.2 Job Sharing

Any regular, permanent full-time employee may agree to job-share a position, subject to approval by a Department Head and the Director of Human Resources.

5.10 Jury and Witness Duty

5.10.1 Jury Duty

Any regular employee who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the County.

5.10.2 Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's County employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the County together with any mileage allowed if the employee uses County-provided transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be

on duty and shall be compensated for overtime as provided in Section 5.3. An employee called as a witness in any other matter shall be deemed off duty.

6 SALARY ADMINISTRATION

6.1 Salary Upon Appointment

New employees shall be appointed at the first step of the salary range adopted for the particular class of position to which the appointment is made. The Board of Supervisors or such individual as the Board may designate, upon certification of the Director of Human Resources that recruiting difficulties exist, may provide that a particular allocated position be filled at a step above the minimum of the range commensurate with the qualifications of the prospective appointee which are above the minimum requirements set forth in the class specifications.

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary range at which the new employee enters may be raised to that step or to a lower step in the range upon the request of an appointing authority and the recommendation of the Director of Human Resources and subject to approval of the County Administrator.

Notwithstanding other provisions of this memorandum regarding merit advancement days, the merit advancement of all employees in that class of position may be changed in order to retain equitable relationships as recommended by the Director of Human Resources and approved by the County Administrator.

6.2 Step Increases

6.2.1 Regular Employees

A regular employee shall be required to serve a merit advancement period of twenty-six (26) bi-weekly pay periods on each step of the salary range assigned to the classification of which the employee is an incumbent before becoming eligible for advancement to the next higher step. An employee shall not advance to the next higher step until the employee receives the affirmative recommendation from his/her department head and the employee's eligibility for advancement has been verified by the Director of Human Resources. An employee shall not advance to the next higher step if his/her overall performance is evaluated as less than satisfactory. Nothing in this Memorandum shall be construed to provide that step increases are automatic.

Advancement within a salary range shall not be made more frequently than once in any period of twenty-six (26) consecutive pay periods nor shall any employee advance more than one step within a salary range at one time except as provided in Section 6.1. above.

6.3 Step Increases Withheld

Any step increase withheld because of administrative oversight or inadvertence shall be made retroactive to the normal effective date of the step increase.

Any step increase withheld for cause but, upon appeal, adjudicated in favor of the employee, shall be made retroactive to the normal effective date of the step increase or some intervening date determined by the adjudicating party. If the step increase is made retroactive to the normal effective date of the step increase, the employee shall retain the employee's current anniversary date. If some intervening date is determined by the adjudicating party, the employee shall not be eligible for the employee's next merit advancement for twenty-six (26) bi-weekly pay periods from the intervening date.

6.4 Salary Step On Promotion

An employee appointed to a position with a higher salary range shall have his/her salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. For the purposes of this Section, pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range. The effective date of the promotion shall become the new merit advancement date for the employee and he/she shall not be eligible to receive a merit step increase until fifty-two (52) weeks after such date.

6.5 Order of Adjustments

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range, on the employee's merit anniversary day the employee shall first receive the merit advancement increase to which he/she may be entitled and then receive such increases to which he/she may be entitled in the following order: salary adjustment, reclassification, promotion.

6.6 Salary Step on Demotion

If an employee is demoted to a position having a lower salary range because of lack of work or funds, or in the interests of economy, or for any reason other than discipline, the employee so demoted shall receive the next lower salary in the range assigned to the new position. The employee's merit anniversary date shall remain the same.

If an employee voluntarily demotes to a position having a lower salary range, the employee shall receive the salary in the new range which is equal to the salary in the prior position or, if none, the next lower salary in the range assigned to the new position.

6.7 "Y"-Rates

Whenever an incumbent of a Civil Service exempt position accepts a demotion for reasons other than a disciplinary action to a class of position having a lower salary range, the Board of Supervisors may direct that the capital letter "Y" be set opposite the position to which the incumbent was demoted in the department budget and all payroll and other personnel records.

Whenever the effect of a reclassification is to place the incumbent in a Civil Service classified position having a lower salary range, the Board of Supervisors, upon the recommendation of the Civil Service Commission, may direct that the capital letter "Y" be set opposite the reclassified position in the department budget and all payroll and other personnel records.

Whenever the "Y" is set opposite a position, the incumbent shall continue to receive his/her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

8 RETIREMENT

Unless otherwise stated, all statutory references in this section "8. Retirement" of this Memorandum of Understanding are to the California Government Code.

8.0 Benefit Tiers and Eligibility

SJCERA Tier I - Employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier I."

SJCERA Tier II - Employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code), hereinafter "PEPRA, participate in the defined benefit formula prescribed by PEPRA, hereinafter "SJCERA Tier II."

8.1 Retirement Formula

The County shall maintain the defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I and in Section 31664.1 (3% at age 50) for Safety Members of SJCERA Tier I.

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62). Safety Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.25(d) of PEPRA (2.7% at age 57).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance

with Section 31870.1 for monthly benefits payable by SJCERA to retired members of SJCERA (Tiers I and II) or their beneficiaries.

8.2 Retirement Age and Service

The provisions of Section 31672 permitting service retirement for members of SJCERA Tier I at age fifty (50) years with the completion of ten (10) years of service, as adopted by County Resolution R-72-1245, shall be maintained for employees who are members of SJCERA Tier I.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age. Section 7522.25 permits service retirement for Safety Members of SJCERA Tier II after five (5) years of service and upon reaching fifty (50) years of age.

8.2.1 Final Compensation Calculation

For employees who are members of SJCERA Tier I, final compensation shall, as authorized by County Resolution R-71-2161 pursuant to Section 31462.1, be the average annual compensation earnable by the member in the twelve consecutive months elected by the member or, if no election is made, immediately preceding the member's retirement.

As required by Section 7522.32, for employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months designated by the member or, if not designated, immediately preceding the member's retirement or last separation from service if earlier.

8.3 Retirement Contributions

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier I members contributions as determined annually by the plan actuary pursuant to Section 31621.3 for General Members of SJCERA Tier I, and pursuant to Section 31639.5 for Safety Members of SJCERA Tier I, and expressed as a percentage of payroll shall be known as the "Basic Member Contribution Rate." Effective July 18 2022, employees who are members of SJCERA Tier I shall pay the Basic Member Contribution Rate applicable to their member category plus the increase in that rate as specified in Government Code Section 31631.5 (a) (1), not to exceed 50% of the normal cost of benefits. The increase in the rate specified in Section 31631.5 (a) (1) that is applicable to county peace officers shall be the increase in the rate applicable to all Safety Members of SJCERA Tier I.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contribution.

Employees who are Safety Members of SJCERA Tier I and employees who were General Members of SJCERA on March 7, 1973, and remained continuously in membership until having credit for thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to what their retirement contributions would be if they were still making such contributions. (Government Code Sections 31625.2 and 31664.1) As of the date of adoption of this Agreement, any member who is not currently receiving this benefit shall not become eligible to receive it.

8.3.1 Retirement COLA Cost Share

In accordance with Section 31873, Retirement Tier I employees will pay the employee's portion of the normal cost of post-retirement cost-of-living adjustments as follows:

- a) Effective July 20, 2020, employees will pay 3% of their salary or the full cost of the employee's portion, whichever is less.
- b) Effective July 19, 2021, employees will pay 4% of their salary or the full cost of the employee's portion, whichever is less.
- c) Effective July 18, 2022, employees will pay the full cost of the employee's portion.

8.4 Retirement - Sick Leave Conversion

Any employee hired after August 27, 2001 shall not be eligible for the benefits under this Section.

For employees who were employed on or before August 27, 2001, a sick leave credit account, also commonly referred to as a "sick leave bank," shall be established for each employee who: (1) separates from employment and concurrently assumes a retired status, either deferred, service, or disability, in SJCERA; (2) continues or defers such employee's coverage under a County-sponsored group health, dental, or vision insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

The account shall be credited upon the employee's separation with a dollar value based on the total accumulated sick leave hours to be converted to sick leave bank. For purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day. The conversion rate is and shall not exceed \$221.24 for each eight (8) hours of accumulated sick leave.

As of the effective date the retired employee is first paid a retirement allowance by SJCERA, the retired employee may use the account to pay monthly premiums for County-sponsored health, dental, or vision plans in which the retired employee and/or his or her eligible dependents are enrolled, and shall continue until such account is fully depleted, the employee ceases to be a member of SJCERA, or the retired employee and all of his or her dependents cease to be enrolled in the plan(s), whichever first occurs.

Employees who separate from employment and assume a deferred retirement status are eligible

to enroll in County-sponsored group health, dental, or vision plans, but may not utilize their sick leave credit account to pay for monthly premiums unless and until they retire and receive a monthly retirement allowance from SJCERA.

Pursuant to San Joaquin County Ordinance No. 4122, employees eligible for sick leave credit accounts under this section who so elected, in a written acknowledgment received by the County on or before March 31, 2002, will receive additional retirement service credit pursuant to Section 31641.03 for their accumulated sick leave at retirement in lieu of a sick leave credit account.

8.5 Retirement Death Benefits

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJCERA.

8.6 Retirement Information

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on County time.

8.6.1 Purchase of Additional Retirement Service Credit

Any employee who is a member of SJCERA and eligible to purchase additional retirement service credit may elect to purchase such service credit in accordance with the provisions of the County Employees Retirement Law, the SJCERA Bylaws, and the policies and procedures applicable to SJCERA members. Any required contributions paid by a member of SJCERA for additional service credit shall become part of the member's accumulated contributions with SJCERA. Any additional liability assumed by or contributions paid by the County because of an employee's purchase of additional service credit shall not become part of the employee's accumulated contributions and shall not be considered compensation for purposes of contributions to or benefits from SJCERA.

8.7 Safety Member Retirement

Employees in this bargaining unit are safety members of SJCERA.

9 TRAINING AND EDUCATION

9.1 In-service and Job Related Training

Employees who participate in County-mandated supplemental education programs shall either be assigned to such programs during their regular working hours or be compensated for each hour spent participating in such programs at the applicable overtime rate in accordance with this memorandum. Travel time for County-authorized training shall be computed in accordance with FLSA procedures.

Upon the request of an employee, at the time the employee is originally appointed or promoted, the County shall make every effort to provide intensified orientation on specific job functions.

9.2 Driver Training

When requested, all County employees will participate in the County Driver's Training Program as a mandatory requirement of being an employee of the County.

9.3 Educational Reimbursement Program

In accordance with the County's Educational Reimbursement Program, eligible employees, including part-time employees with benefits, may be reimbursed for career-related course work taken on the employee's own time. The minimum amount of reimbursement is \$10.00 and the maximum is \$850 per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to \$800 per semester for a maximum of \$1600 per fiscal year and may include reimbursement for educational materials.

Effective July 1, 2006, the Educational Reimbursement Fund shall be increased to \$110,000 per fiscal year.

Specific details and conditions of participation are included in Section 1700 of the County's Administrative Manual.

10 WORKER'S COMPENSATION AND EMPLOYEE SAFETY

10.1 Worker's Compensation

Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The County shall continue to provide health, dental, vision, and life insurance plan coverage for such employees as if they were on payroll as regular employees.

10.2 Worker's Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising out of and in the course of employment and eligible for Worker's Compensation benefits shall have an automatic leave of absence until a ruling is made that recovery from disability is sufficient to release the employee. In such case, a leave of absence shall be considered canceled when permanent disability is established.

10.3 Safety Equipment

The County shall provide employees with safety prescription glasses (glasses only, not prescription examination) whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The County will not provide replacements for broken lenses or frames unless such breakage is the result of an on-the-job accident.

10.4 Physical Examinations

Employees required to take physical examinations to maintain licenses or employment with San Joaquin County shall be given physical examinations at San Joaquin General Hospital at no cost to the employee. The County will not pay for any examination not given at San Joaquin General Hospital.

10.5 Disputes Involving Safety Issues

STEP 1. When an employee or SDSA in good faith believes that an employee or employees are being required to work where a clear and present danger exists, the immediate supervisor will be notified. The supervisor will immediately investigate the allegation. The supervisor may check with a higher level of management or a departmental safety coordinator and thereafter direct the employee to either temporarily perform other duties or proclaim the situation safe and direct the employee to proceed with assigned duties.

If the employee or SDSA continues to believe the condition presents a clear and present danger, the employee or SDSA may proceed to STEP 2. If the employee believes there is an imminent danger the employee may proceed directly to STEP 3.

STEP 2. When an employee or SDSA is not satisfied with the decision at STEP 1, the employee or SDSA may submit the issues to the Department Head. The Department Head or designee shall issue a written response to the alleged clear and present danger within five (5) calendar days after receipt of the request to review the issue.

STEP 3. If the employee or SDSA is not satisfied with the decision rendered by the department head or designee, or where the employee believes there is an imminent danger, the issues may be submitted to the County Risk Manager. Within five (5) calendar days the County Risk Manager shall respond in writing to the issue.

STEP 4. If the issue is not resolved at the third level of this procedure, the employee or SDSA may appeal to the Board of Supervisors who may hold a hearing in accordance with the Complaint Procedure STEP 4 (Section 17) of this memorandum.

The parties shall endeavor to expedite this process. With the mutual consent of the parties, any step of this process may be waived or time extended.

10.6 No Smoking in Sergeant Vehicles

Sergeant's vehicles are designated as non-smoking and shall be labeled as non-smoking.

11 EVALUATIONS AND PERSONNEL FILES

11.1 Employee Performance Evaluations

Any employee performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such reports.

Employee performance evaluation reports shall be discussed with the employee prior to finalization of each category of the report.

An employee will receive an appointment with his/her department's reviewing officer to discuss the evaluation by signing the evaluation form in the space provided. Each department shall make a reasonable effort to ensure that the reviewing officer for this purpose has not been a party to the preparation of the evaluation. In no case shall the reviewing officer sign the evaluation form until a review has occurred.

Any regular or special evaluation with a rating of "unsatisfactory" shall include plans for employee development. Except in cases of termination, release from probation, or leave of absence, employees who receive an unsatisfactory performance evaluation must receive a follow-up evaluation. The follow-up evaluation shall cover a period of time no greater than ninety (90) calendar days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his/her personnel file along with the evaluation.

11.1.1 Performance Evaluations and Workload

The County and SDSA agree that one of the factors to be considered when completing Employee Evaluations will be increased workload given to the employee since the last evaluation.

11.2 Probationary Evaluations - Notice

For the purposes of the initial probationary period only, an employee who fails to complete probation and is released from probationary status within two weeks of the end of the probationary period shall be paid regular salary for the hours the employee would have been scheduled between the release date and the end of the probationary period.

11.3 Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their County personnel files. An employee's representative may inspect the contents of an employee's personnel

files upon signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The County reserves the right to withhold from employee review reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy will be provided to the employee upon request.

An employee shall have the right to submit written comments regarding any document in his/her personnel file and to have such comments included in his/her personnel file along with the document.

11.4 Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

If the reprimand is in the department or division personnel file, the request must be directed to the department head or designee. If the reprimand is in the central Human Resources Division files, the request must be directed to the Director of Human Resources. The department head or designee, or the Director of Human Resources, whichever is appropriate, shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of any of the above individuals shall be final.

12 EMPLOYEE LIABILITY

A County employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of County employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

The County and County employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.

13 EMPLOYEE PROPERTY AND EQUIPMENT

13.1 Replacement of Damaged Property

Except for loss or destruction to currency, the County may provide for the payment of the cost of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss or damage. The Board of Supervisors delegates to the County Administrator the authority to grant or deny claims which do not exceed \$500.

13.2 Uniform Allowances

Employees in this unit shall receive a one-time lump sum payment of \$400 within thirty (30) days following adoption of this Memorandum of Understanding to offset purchase of new uniforms due to the change in Department uniforms.

Employees in this unit shall receive a lump sum uniform allowance of \$1 100 on or about the payday nearest December 1, 2007 and on or about the payday nearest December 1, 2008.

Employees in this unit shall receive a lump sum uniform allowance of \$1200 on or about the payday nearest December 1, 2009 and on or about the payday nearest December 1 each year thereafter.

If an employee in this unit leaves employment during the year, a pro rata portion of the uniform allowance shall be paid on or about the last day of employment.

The County shall supply and maintain required uniforms for the SWAT and EOD teams.

14 LAYOFFS

14.1 Notice

Any permanent County employee who is a member of the County's Merit System and who is to be laid off or dismissed for other than disciplinary reasons shall be given fifteen (15) calendar days notice. This provision does not apply to probationary, provisional, or temporary employees. Nothing contained herein shall be deemed to require the County to pay an employee except for services rendered.

15 SUBSTANCE ABUSE REFERRALS

The Sheriff Deputy Sergeant Association acknowledges the right of Department Managers (at the Middle Management level and above) to refer employees suspected of being under the influence of alcohol or drugs while on duty to San Joaquin General Hospital (Satellite Clinic or Employee Health Services) or to other physicians to be evaluated as to their ability to perform their job. In acknowledging this right, the Association does not relinquish its right of individual employee

representation or to challenge managers who use this provision without direct observable behaviors to support the referral.

The County shall offer training to Department Managers to aid in their detection and evaluation of behaviors which may lead to a referral. The County shall report to SDSA, on a statistical basis, the results of referrals of employees so long as employee and patient confidentiality are not violated.

The County and SDSA jointly recognize the value of the County's Employee Assistance Program in the evaluation and resolution of employee problems associated with substance abuse.

16 GRIEVANCE PROCEDURE

16.1 Definitions

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules.

Day: Calendar day(s)

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding. See Section 17 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.5. of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

16.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

SDSA may file and process grievances on behalf of employees, but the grievants must be identified by name if necessary to the processing of the grievance.

16.3 Filing Deadline

Grievances filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

16.4 Grievance Processing

STEP 1: Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within fifteen (15) days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the

grievance shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the appointing authority or designee. The grievance must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The appointing authority, or designee shall have fifteen (15) days in which to investigate the issues and respond in writing to the grievance. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the grievance must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the grievance with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the grievance in which to investigate the grievance and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the grievant or representative may appeal in writing, to the Civil Service Commission. The Commission, at its next regular meeting, shall take the request under advisement and may schedule a hearing if requested as soon as practicable. Following any hearing, the Commission shall issue written findings and decisions which shall be final and binding.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

17 COMPLAINT PROCEDURE

17.1 Definitions

Complaint: A dispute concerning the interpretation or application of ordinances, resolutions, policies, procedures or agreements, including memoranda of understanding.

Day: Calendar day(s)

Grievance: An alleged violation of a specific rule or regulation contained in the Civil Service Rules of San Joaquin County or in department rules. See Section 16 of this Memorandum.

Safety Issues: Disputes involving safety violations. See Section 10.5. of this Memorandum.

Disciplinary Actions: See Section 19 of this Memorandum.

17.2 Purpose/Rights

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

SDSA may file and process complaints on behalf of employees, but the complainants must be identified by name if necessary to the processing of the complaint.

17.3 Filing Deadline

Complaints filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the complaint.

17.4 Complaint Processing

STEP 1: Any complaint shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within fifteen (15) days from the day of presentation, the issue may be processed to the second step. If the department head is the immediate supervisor, the complaint shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the complaint is not resolved at Step 1 of this procedure, then the complaint may be filed with the appointing authority or designee. The complaint must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The complaint must state: (1) the specific policy, ordinance, resolution, procedure, or agreement which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The appointing authority, or designee shall have fifteen (15) days in which to investigate the issues and respond in writing to the complaint. NOTE: If the immediate supervisor, in Step 1 of this process, is the appointing authority or designee, Step 2 may be bypassed; however, the complaint must be in writing as specified above.

STEP 3: Within twelve (12) days of the receipt of the written response or date when the written response was due from the appointing authority or designee, the employee or representative may file the complaint with the County Administrator or designee. The grievance must be in writing and contain the information specified in Step 2 above. The County Administrator or designee shall have twenty-five (25) days from receipt of the complaint in which to investigate the complaint and issue a written response.

STEP 4: Within twelve (12) days of receipt of the Step 3 response, or from the date when written response was due, the complaint may be filed, in writing and containing the information specified in Step 2 above, with the San Joaquin County Board of Supervisors for resolution by means of a hearing, the time and date of which shall be set by mutual agreement of the parties involved.

Prior to submission to the Board, the parties may mutually agree to submit the complaint to a third party intervenor for review and recommendation on the resolution of the complaint, in accordance with Section 6 of the San Joaquin County Employer-Employee Relations Policy. If

either party disagrees with the recommendation of the third party intervenor and wishes to have the recommendation reviewed by the Board of Supervisors, the party must submit their request to the Labor Relations Division within thirty (30) days after the issuance of the recommendation for scheduling with the Clerk of the Board. If neither party submits a request within thirty (30) days, the recommendation of the third party intervenor shall be considered a final and binding decision on the complaint. The parties shall submit written arguments pursuant to the time frames set forth in the San Joaquin County Administrative Manual, Section 500, Sub-Section 501.1 The Board of Supervisors may adopt, modify or reject the recommendation of the third party intervenor. The parties may present oral arguments to the Board of Supervisors but shall not present any evidence or testimony except for the record before the third party intervenor except as provided for by law.

The decision of the Board is final and binding.

All complaints shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

18 ADVISORY ARBITRATION

As an alternative procedure for the resolution of impasses, the County and SDSA may, upon mutual agreement, including agreement as to procedure, submit matters in dispute in the course of the meet and confer process to advisory arbitration. Further, disputes arising in a context other than the meet and confer process, e.g. disputes relating to administration of this Memorandum, to formal complaints, to interpretations of codes, resolutions, Board Orders, and ordinances dealing with employee rights and benefits shall, upon mutual agreement, be processed through an impasse procedure. Neither this Section nor the exercise of the option to utilize an impasse procedure shall be deemed as making any matter which is reserved to the County as a right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

19 DISCIPLINARY ACTIONS

19.1 Applicability

These procedures are not applicable to temporary, contract or probationary employees except as specified in Section 19.8.

To initiate disciplinary action against a permanent, Civil Service employee, the appointing authority must follow the provisions of Civil Service Rule 18. The appointing authority must submit to the employee a written notice of intent to take disciplinary action and file a copy with the Human Resources Division. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

19.2 Request for Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the

appointing authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

19.3 Rights of Access

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

19.4 Representation

The employee may be represented at the hearing by a representative of the employee's choice.

19.5 Conduct of Skelly Hearing

The appointing authority shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

19.6 Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

19.7 Appeal of Order of Disciplinary Action

The employee, within seven (7) calendar days after the order is furnished to the employee, may appeal the order in writing to the Director of Human Resources. The employee, in making the appeal, shall designate in writing whether the matter will be heard by the Civil Service Commission or whether the matter will be submitted to binding arbitration. In accordance with the provisions of Civil Service Rule 18, selection of one appeal method shall exclude the possibility of appeal through the alternate procedure on the same issue.

Appeal and arbitration hearings shall be conducted in accordance with Civil Service Rule 18.

20 ENTIRE AGREEMENT

Except as otherwise specifically provided herein, the Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the County proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by


this Agreement, the County will give the association advance written notice of the proposal and will, upon request of the association, meet and confer with the association concerning the proposal.

21. NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING

No later than 90 (ninety) days prior to the expiration of this Memorandum on June 30, 2011, the parties shall begin to negotiate a successor to this Memorandum.


SERGEANTS ASSOCIATION

Date: 7/2/20

By: 
Jerry Camous
Mastagni Holstedt, A.P.C.

SAN JOAQUIN COUNTY

Date: 07.02.2020

By: 
Brandi Hopkins
Human Resources Director