

Amendment to the Memorandum of Understanding (MOU) between San Joaquin County (County) and the San Joaquin County Deputy Sheriff's Association (DSA)

Subject to adoption by the Board of Supervisors, the County and DSA agree to modify the below provisions of the MOU for the Sheriff's Non-Management unit as follows:

1) **Duration**

The current MOU scheduled to expire on October 7, 2023, shall be extended through October 7, 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 October 7, 2024.

Date: September 26, 2022

DSA

By: 

Representative

SAN JOAQUIN COUNTY

Date: [Insert Date] 9/27/2022

By: 

Brandi Hopkins
Director, Human Resources

Memorandum of Understanding
Sheriff's Non-Management Bargaining Unit
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MEMORANDUM OF UNDERSTANDING
SHERIFF'S NON-MANAGEMENT BARGAINING UNIT

PREAMBLE:

This Memorandum of Understanding, hereinafter referred to as "Memorandum", is made by and between the County of San Joaquin and the San Joaquin Deputy Sheriff's Association, Inc., hereinafter referred to as "SJDSA" or "Association", representing employees who are members of the Sheriff's Non-Management 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 commencing upon ratification by the Board of Supervisors and ending October 7, 2022.

1 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

SJDSA 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.

1.3 Employees' Rights - Employer-Employee Relations

SJDSA 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 race, national origin, ancestry, color, creed, religion, political affiliation or belief, age, sex, sexual orientation, marital status, pregnancy, medical condition (cancer or genetic characteristics), or physical or mental disability 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 Coordinators 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.

1.4.1 ADA Accommodation

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. The request shall identify the requested accommodation. The manager or supervisor shall meet with the employee to provide any documentation or verification in compliance with the ADA. The employee may request that any such documentation which discloses employee medical information be provided to Human Resources. The manager or supervisor shall respond to the written request in writing within 10 days of receipt of supplemental materials. The County ADA Coordinator in Human Resources shall be consulted if any dispute arises in regard to an ADA accommodation.

1.5 SJDSA Rights

SJDSA 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, SJDSA 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 SJDSA 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: SJDSA 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. SJDSA 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 SJDSA 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) SJDSA - COUNTY FACILITIES USE: County facilities shall be available to SJDSA as follows:

(1) County Buildings: SJDSA 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. SJDSA shall obtain the permission of the

designated County official for the use of such facilities.

(2) Bulletin Boards: SJDSA 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: SJDSA 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 SJDSA payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

(g) 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 SJDSA 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 SJDSA.

2 INSURANCE

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.

2.3 Health Insurance Options

The County shall provide one or more options for health insurance coverage for eligible employees and their eligible dependents. Health plans offered to employees may be either self-funded by the County or fully insured.

Health plans shall coincide with the fiscal year.

2.3.1 Health Insurance Premiums

The County will pay 100% of the employee-only premium for employees electing the Kaiser or

Select Plans. For employees electing dependent coverage on the Kaiser or Select Plans the County shall contribute 80% of the premium and the employee shall pay 20% of the premium.

For employees electing the Premier Plan, the County shall contribute at the same coverage level as the Select Plan County contribution for employee-only coverage or dependent coverage. Employees will pay the difference between the County contribution and the full rate of the Premier Plan at each coverage level.

Effective December 9, 2019, the above paragraphs of this section expire and the below paragraphs become effective. Before this date the County will setup an open enrollment period to allow employees to make benefit changes including the option to enroll in Sutter Health Plus, Delta Dental Core, Delta Dental Buy Up, and VSP Buy Up plans.

The County will pay 80% of the employee-only premium for the lowest cost PPO plan or HMO plan and the employee shall pay 20% of the premium. For employees electing a PPO other than the lowest 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.

The County will pay 80% of the dependent premium (employee plus one, and employee plus family) for the lowest cost PPO plan or HMO plan and the employee shall pay 20% of the premium. 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 of the premium plan.

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.

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

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

2.3.5 County Right to Discontinue Benefit Plans

The County may, at any time, discontinue a plan that triggers the Cadillac Tax (26 U.S. Code § 4980I), or that might, as determined by the County, trigger the Cadillac Tax. Employees enrolled in discontinued plan may either enroll in an existing plan or waive participation in County health benefits coverage. Employees who do neither will be enrolled in the lowest cost self-insured health plan available at that time or the lowest cost fully insured health plan available if no self-insured health insurance option exists at that time.

2.4 Dental Insurance

The County shall provide one or more options for dental insurance coverage for eligible employees. Such plans may be fully insured or self-insured by the County. The County shall pay 100% of the employee only premium. Access to dependent dental coverage is available in any County offered plan at the employee's expense.

Orthodontic coverage is available for dependent children only, to age 26, for employees electing dependent coverage. The plan will pay 50% of actual costs. The maximum amount of orthodontia coverage per dependent is \$1,200, lifetime.

The maximum annual dental benefit per person in a self-insured dental plan shall be \$3,000.

2.5 Vision Insurance

The County shall provide one or more options for vision insurance coverage for eligible employees and dependents. The County shall pay an amount equal to the employee-only premium for the least expensive vision insurance plan, and any increases thereto, for the term of this memorandum. Dependent vision coverage is available at the employee's expense.

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

Employees in this unit shall be provided with a County-paid term life insurance policy with a face value of \$40,000. 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.

2.8 Flexible Benefits

Employees in this unit 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 payment of unreimbursed health, dental, life and other forms of insurance premiums as well as eligible dependent care costs with pre-tax dollars.

The flexible benefit program shall be expanded to include other unreimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments which affect these deductible medical expenses and/or County liability will void that portion of the flexible benefit program.

2.9 Continuation of Insurance Benefits While On Leave of Absence

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division.

Effective January 1, 2020, or such later date as determined in the sole discretion of the County, the preceding paragraph becomes inoperative and the following will apply:

When an employee is on an authorized leave of absence without pay the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twelve (12) consecutive calendar months provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Human Resources Division.

2.10 Voluntary Employee Benefit Association/Retiree Medical

DSA and the County will continue to work through the County Joint Labor Management Committee in pursuit of a VEBA program. Participation in a VEBA program will be through mutual agreement between the parties.

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) Hours on payroll equal to # of full continuous bi-weekly payroll periods	(b) hourly accrual rate	(c) maximum bi- weekly accrual hours	(d) approx. hours annual accrual	(e) 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	320

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.

The Department Head shall make every possible effort to ensure that vacation and compensatory 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 eighty (80) 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. 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 the employee has abused the privilege of sick leave benefits, the Director of Human Resources may suspend the employee's privilege of sick leave with pay for such period of time as the Director determines necessary to deter the employee from again abusing such privilege. The determination of the Director shall be subject to the filing of a complaint by the employee in accordance with the County's Employer-Employee Relations Policy.

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:

- (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. (See Section 3.4.2.2.)

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.

SJDSA recognizes the Sheriff's right to schedule the minimum number of employees necessary to work on holidays.

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.

The Department Head shall make every possible effort to ensure that holiday 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.

3.4.2.2 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.

3.4.2.2 Regular Holiday Accumulation

Provided, that for employees hired on or after date of Board ratification of this MOU, the maximum regular holiday time accumulation shall be sixty (60) hours. When such employees with 60 hours accumulation work a holiday, the employee shall be paid for the time worked on the holiday rather than accumulating additional time.

Use of accrued holiday time 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:

(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 after October 8, 2019, shall not be eligible for floating holidays as described above. 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 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.

3.4.3.2 Flexible Holidays

The following days are flexible holidays for regular full-time employees hired after October 8, 2019.

- (a) Each regular employee's birthday
- (b) September 9 – Admission Day
- (c) The second Monday in October – Columbus Day
- (e) 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 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 show regularly scheduled day off falls on a flexible holiday shall accrue flexible holiday time as provided in this section.

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 who suffer a death in their "immediate family" as such term is described in Section 3.3.2 may be allowed to be absent with pay for three (3) consecutive County workdays for each family member who dies.

In addition, employees may use an additional two (2) days of accrued leave for travel necessitated by the death if the distance traveled is in excess of 300 miles each way. Accrued leave for this purpose may be regular or floating holiday time, compensatory time or vacation time. Sick leave may only be used if the employee has no other accrued leave.

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 of 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 any 12 month period. An employee who takes such family care leave shall be returned to employment in the same or a 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 coverage 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 Act

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, or 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 San Joaquin Deputy Sheriff's 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 two (2) to a maximum of eight (8) 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 eighty (80) 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 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 of employment 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

Effective October 14, 2019, employees in this unit shall receive a cost of living adjustment of two percent to base salary.

Effective October 12, 2020, employees will receive a cost of living adjustment to base salary of one percent.

Effective October 11, 2021, employees will receive a cost of living adjustment to base salary of three percent.

4.2 Supplemental Pay

4.2.1 General

No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Worker's Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or unless such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods. Unless otherwise specified by the appointing authority or the appointing authority's designee, such supplemental duty assignment shall be presumed to be scheduled upon assignment for at least four (4) full bi-weekly pay periods.

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 25% 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.

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.

Once an employee establishes eligibility for working above class pay in a calendar year, the employee shall retain eligibility for out of class pay for the remainder of that calendar year. Employees must re-qualify each year.

4.2.7 Longevity Pay

Employees are entitled to highest of the following supplements for which they qualify, based on continuous service in this bargaining unit:

Effective October 14, 2019: 14,560 or more regular paid hours – 1% of regular base salary.

Effective October 12, 2020: 20,800 or more regular paid hours – 3% of regular base salary.

Effective October 11, 2021: 41,600 or more regular paid hours – 6% of regular base salary.

4.2.8 P.O.S.T. Pay

Employees in this unit holding an Intermediate POST certificate shall continue to be compensated at 3% of base salary bi-weekly. Employees in this unit holding an Advanced POST certificate shall be compensated at 10% of base salary bi-weekly.

Effective July 5, 1999, employees in this unit holding an Advanced POST certificate, and who have completed 15 years of service as a Deputy Sheriff, shall be compensated at 12.5% of base salary bi-weekly.

Effective July 5, 1999, employees in this unit holding an Advanced POST certificate and who have completed 24 years of service as a Deputy Sheriff shall be compensated 15 % of base salary bi-weekly.

4.2.9 Canine Program

It is agreed that deputies who are assigned to the Canine Program spend up to 4 hours each week on all extraneous duties related to the Program outside of regular assigned shift time. This time (up to 4 hours) is to be considered assigned work time and paid at the deputy's applicable pay rate. In any week in which the deputy works 40 hours exclusive of these extraneous Program duties, the 4 hours of extraneous duties are overtime hours, to be paid at time and one-half. No time in excess of the above weekly limit shall be expended on these duties without prior approval of the appropriate supervisor.

This canine program may be canceled at any time at the discretion of the Sheriff without further obligation to meet and confer.

Nothing in this section replaces, changes, or modifies any other right or terms and conditions of employment specified in resolutions, Memoranda of Understanding, the Employer-Employee Relations Policy or other documents applicable to the SJDSA.

4.2.12 Additional Compensation – Bilingual Pay

Each employee who is designated by the appointing authority and approved by the County Administrator and who has passed a bilingual proficiency examination administered by Human Resources Division shall receive a biweekly supplement of five percent (5%) of base pay.

4.2.15 Additional Compensation

Employees assigned to the duties of Field or Custody Training Officer (FTO) shall receive a pay supplement of five percent (5%) of their base salary while performing such duties.

Employees in the class of Deputy Sheriff II assigned to the Sheriff's Department Detective Bureau shall receive a pay supplement of five percent (5%) of their base salary while assigned to the Bureau.

Employees assigned to the Tactical or Explosive Ordinance Teams who are not receiving Detective or Field Training Officer supplements shall receive a pay supplement of five percent (5%) of their base salary while assigned to such teams.

Employees assigned to Boating Safety shall receive a supplement of five percent (5%) of base pay while performing boating safety duties.

The association acknowledges that unit members are not entitled to an administrative appeal (White hearing) when they are transferred from a specialty pay position.

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.

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.

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 SJDSA.

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

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.

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.

Except in cases of emergency, it is the intention of the Sheriff to provide members of this unit with five (5) days notice of any change in scheduled shift assignment.

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.
- (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 workday, 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 three (3) hour 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, 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 deputies from less critical assignments within the Department to the necessary locations.

In the event there is still a need for overtime, the assignment of deputies will be made from a volunteer list.

If there are an insufficient number of deputies who have volunteered, the Sheriff, or his designee, shall then "call back" (order) deputies who are on their day off to work overtime and shall pay them in accordance with the "call-back" provisions of this section.

The Sheriff, or his designee, should at all times attempt to avoid calling back (ordering) any deputy to work overtime on two consecutive days off, unless the deputy has signed the volunteer list to do so.

In the event the Sheriff, or his designee, deems it necessary to "call back" (order) a deputy 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 deputies 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 the 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.

The Department Head shall make every possible effort to ensure that compensatory 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.

5.7 Meals 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

The County Administrator shall advise all Department Heads that any 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.

Any employee, upon request, shall be allowed to take a thirty (30) minute 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 an emergency.

5.8 Alternative Schedules

5.8.1 Flex Hours

The County and SJDSA shall negotiate, on request, on the implementation of a four (4) day, ten (10) hour per day, work week or other flex-time work week. Such negotiations shall be conducted between SJDSA and the County's designated negotiator.

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

Should an employee in this bargaining unit be called as a witness in a case arising out of and in the course of the employee's County employment on a day on which the employee normally would be working the day shift, but is on scheduled vacation, the employee shall be deemed to be on regular duty and has the option of working a complete shift. The number of hours worked will not be charged to vacation time. Any member of this bargaining unit called to appear as a witness in a case arising out of and in the course of the employee's employment on any day which is not the employee's regularly scheduled work day shall be compensated for the Court noon recess. In case of a Deputy Sheriff testifying as a witness in a civil case, the Deputy Sheriff shall be compensated in accordance with Section 68097.1 et seq. of the Government Code. Any employee absent from duty to be a witness in any other matter shall be deemed off duty during such absence.

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 the 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% 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 (five) 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 October 11, 2021, 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 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 October 8, 2019, 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:

Effective October 14, 2019, employees will pay 3% of their salary or the full cost of the employee's portion, whichever is less.

Effective December 21, 2020, employees will pay 4% of their salary or the full cost of the employee's portion, whichever is less.

Effective December 20, 2021, 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 a 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 purposed 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 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 acknowledgement 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.

8.7.1 Retirement Buy Back

For employees who wish to purchase previous temporary and/or contract San Joaquin County service under the provisions of Government Code Section 31641.5, the County shall assume responsibility for 50% of the amount of the contribution the employee is required to pay in order to be credited with such service. The amount assumed by the County shall not become part of the employee's accumulated contributions and shall not be considered compensation for purposes of contributions to, or benefits from the San Joaquin County Retirement Association.

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.

The Educational Reimbursement Fund is \$110,000 per fiscal year.

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

10 BENEFITS AND WORKING CONDITIONS

10.1 Worker's Compensation

Under the worker's compensation laws of the State of California, employees are eligible for temporary disability indemnity benefits after three (3) days instead of eight (8) days, which days are charged against accumulated sick leave. The County shall maintain County practices regarding charges against employee sick leave accounts consistent with above-stated State standards.

Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation, 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 provided in Section 2, above.

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 SJDSA 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 SJDSA continues to believe the condition presents a clear and present danger, the employee or SJDSA 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 SJDSA is not satisfied with the decision at STEP 1, the employee or SJDSA 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 SJDSA 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 SJDSA 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.

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.

11.2 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 department and division personnel files consistent with Government Code §3306.5. 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 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 Personnel 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 Allowance

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

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 Deputy Sheriff's 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 (Canlis 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 rights 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 also report, on a statistical basis, the results of referrals of employees so long as employee and patient confidentiality are not violated.

16 EMPLOYEE ORGANIZATION

16.1 Payroll Deductions

A continuation of SJDSA payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

16.2 Advisory Arbitration

As an alternative procedure for the resolution of impasses, the County and SJDSA 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 right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

16.3 Association Release Time

The president of SJDSA shall be allocated two hundred (200) hours for Association business for each 365-day period or part thereof under this Memorandum. SJDSA shall pay to the County the cost of such president's County salary for this period in cash or other method to be agreed upon by the Personnel Division and SJDSA.

16.4 Complaint Procedure

The complaint procedure of the San Joaquin County Employer-Employee Relations Policy is set forth hereinafter in full. The complaint procedure is not meant to apply to Civil Service Rule 18 or Rule 19 proceedings. By setting forth the complaint procedure herein, that procedure is neither amended nor modified in language nor interest but is set forth simply as additional notice of the terms of the complaint procedure.

"COMPLAINT PROCEDURE.

"The complaint procedure shall parallel the Civil Service Grievance Procedure only in that the complaint shall be resolved at the lowest supervisory level possible. However, if the complaint is not resolved at the department level it shall be submitted to the County Administrator for resolution. If the County Administrator is unable or unwilling to resolve the complaint, it shall then be filed with the 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, except that 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.

"Parties involved in the processing of grievances may, prior to the filing of the grievance with the final adjudicating body, mutually agree to submit the grievance to a third party intervenor for review and recommendation on the resolution of the grievance.

"All complaints and grievances shall be presented and acted upon in a timely manner.

"At any level of the complaint procedure the complainant and his\her representative shall be insured the opportunity of personally meeting with the adjudicating party."

16.5 Binding Arbitration

In accordance with the joint recommendation of the County and the Deputy Sheriff Association, the Civil Service Commission has amended its Rule 18 by substituting the following language for Section 3 and by adding Sections 6,7,8, and 9 as follows:

"Section 3 - Appeal and Answer.

"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 in accordance with Sections 4, 4.1, 5, and 8 of this Rule or whether the matter will be submitted to binding arbitration in accordance with Sections 6,7 and 8 of this Rule."

"Section 6 - Arbitration.

"When an employee designates the matter to be determined by arbitration, the timing and procedure of such arbitration shall be established by agreement of the parties to the arbitration. Unless otherwise agreed, the arbitrator shall be selected from a list of five (5) individuals. Each party shall name two (2) such individuals and the fifth individual shall be a member of the State Office of Administration Hearings. The parties shall then use a striking procedure to select the arbitrator. The Director of Labor Relations shall assist the parties in the administration of the arbitration but shall not be a party to the arbitration or otherwise be involved in the arbitration. The costs of the arbitration shall be borne equally by the parties."

Notwithstanding Civil Service Rule 18, Section 6, above, for disciplinary arbitrations with members of this unit, the fifth individual shall be a member of the State Mediation and Conciliation Service.

"Section 7 - Enforcement of Arbitration Award.

"If an award by an arbitrator requires action by the Civil Service Commission or the Board of Supervisors before it can be placed in effect, the Director of Human Resources will recommend to the appropriate body that it act to make such award effective."

"Section 8 - Exclusivity of Procedure and Appeal.

"An employee shall have the employee's appeal determined by the Civil Service Commission or by arbitration but an employee shall not have the right to have the matter determined by both the Civil Service Commission and arbitration and a matter determined by one procedure may not be appealed through the alternate procedure. The determination by the Civil Service Commission or by arbitration is final and binding upon the parties and any appeal therefrom shall be to a court of competent jurisdiction within ninety (90) days of the decision of the Civil Service Commission or arbitrator."

"Section 9

"Provisions of Sections 6,7, and 8 of this Rule shall not abridge any rights to which an employee may be entitled under other sections of the Civil Service Rules and Regulations regarding hearings before the Civil Service Commission."

17 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 provision 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 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.

DEPUTY SHERIFFS ASSOCIATION

Date: _____

By: _____
David LeCompte
President

Date: _____

By: _____
Mark Salvo
Mastagni Holstedt, A.P.C.

SAN JOAQUIN COUNTY

Date: _____

By: _____
Ted Cwiek
Human Resources Director