

Tentative Agreement

Section 2. Union Security

2.5 Communications with Employees

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. This bulletin board space will be the exclusive venue for physical posting of union materials. Union materials, as with any non-work-related materials, are not allowed in other areas, such as on walls or outside cubicles. Employees can post union-related materials in their workspace, including on their desk and inner walls of their cubicles, providing they do not contain offensive language.—The Union may distribute materials to employees within the unit it represents through County mail distribution channels if approved by the Human Resources Department Director. This privilege may be revoked in the event of abuse after the Human Resources Department Director consults with the representatives of the Union. Any representative of the Union shall give notice to the department head or designated representative when contacting departmental employees during the duty period of the employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025

Response to UAPD Proposal #3

Tentative Agreement

Section 5. Salaries

5.1 Salary Ranges

The salary ranges for all employees in the aforementioned representation unit will be as set forth in Exhibit A which is attached hereto and made a part hereof. The rates of pay set forth in the Exhibit represents for each classification the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise.

The rates of pay set forth in the Exhibits, unless otherwise indicated in the schedules, represent the total compensation due employees, except for other benefits specifically provided for by the Board of Supervisors.

The rates of pay set forth in the Exhibits do not include reimbursement for actual and necessary expenses for traveling, subsistence and general expenses authorized and incurred incident to County employment.

As reflected in the Exhibits, salaries for all covered classifications shall be adjusted as follows:

Effective the pay period in which the Board of Supervisors approves the successor MOU in 2025, there will be a combined cost of living adjustment and equity adjustment of **five** percent (**5%**) to salary schedules of all classifications represented by the bargaining unit, including supervisory and resident classifications.

Effective May 24, 2026 (no retro), there will be a cost-of-living increase of **five** percent (**5%**).

Effective May 23, 2027, there will be a cost-of-living increase of four percent (4%).

The May 2027 cost of living adjustment shall be increased by an additional one percent (1%), for a total cost of living adjustment of five percent (5%) under the following circumstances:

- 1. not later than October 1, 2026, the State Legislature enacts and the Governor signs legislation to ensure that San Mateo County receives its full Vehicle License Fee Adjustment Amount under Revenue & Taxation Code 97.70, as calculated under the laws in existence as of the date of this MOU, on an ongoing basis (i.e., without any sunset provision), and
- 2. Neither the VLF bill nor any companion legislation contains any offsets, reductions or limits to other County funding sources (e.g., a reduction excess or returned Educational Revenue Augmentation Fund amounts).

For the Union:



For the County:



County of San Mateo
Negotiations with UAPD
Tentative Agreements

Date: May 2, 2025

Date: 5/1/2025

Response to UAPD Proposal #8

Tentative Agreement

Section 11. Bilingual Pay

A salary differential of **Ninety** Dollars (\$**90**.00) biweekly shall be paid to incumbents of positions requiring bilingual proficiency as designated by their respective Department Heads or their designee. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Under no circumstances is bilingual pay retroactive.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the Department and is based on operational and staffing needs of the Department. Human Resources will oversee the bilingual examination, certify exam results and determine effective date of bilingual pay of any individual submitted by the Department for testing. The Union shall be provided listings of employees receiving bilingual pay on a biweekly basis.

For the Union:

A handwritten signature in black ink, appearing to read "Timothy J. Salas".

Date: May 2, 2025

For the County:

A handwritten signature in blue ink, appearing to read "Augustine".

Date: 5/1/2025

Tentative Agreement

Section 13. Holidays

13.1 Eligibility

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two (2) or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

13.2 Holidays

The holidays in this County are:

January 1	(New Year's Day)
Third Monday in January.....	(Martin Luther King, Jr. Birthday)
Third Monday in February.....	(Washington's Birthday)
March 31	(Cesar Chavez's Day)
Last Monday in May.....	(Memorial Day)
June 19.....	(Juneteenth)
July 4.....	(Independence Day)
First Monday in September	(Labor Day)
Second Monday in October	(Columbus Day/Indigenous Peoples Day)
November 11	(Veterans Day)
Fourth Thursday in November.....	(Thanksgiving Day)
Friday following Thanksgiving	
December 25	(Christmas Day)
Floating Holiday.....	(Accrued on February 12)

Effective February, 2001, the Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12. The floating holiday may be used starting in the first pay period that begins after February 12th.

Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

If the Legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

Winter Recess Days

- A. Effective in December 2025, December 2026 and December 2027, the County shall provide three (3) paid winter recess holidays (the equivalent of twenty-four (24) hours for a full time employee) per year.
- B. For a three (3) day period designated by the County between December 26th and December 31st of each year during the term of this 2025 MOU, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing bargaining unit employees may move to minimum staffing levels and/or close business, depending on the needs of the department and the public served. Which departments and divisions will close or go to minimum staffing and which bargaining employees will be required to work is entirely within the discretion of the Appointing Authority or their designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.
- C. During the Winter Recess, regular full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- D. If either of the Winter Recess days falls on a day the employee is not regularly scheduled to work, or if an employee is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. "Winter Recess" exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday This equivalent time off is limited to twenty-four 24 hours. No employee will be allowed to have an accumulation of more than forty-eight (48) hours of Winter Recess time to their credit at any one time. If an employee leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay. Employees working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.

13.6 Wellness Days

In addition to the paid holidays listed above, employees shall be entitled to sixteen (16) hours of time off as wellness days or days of reflection (floating holiday) each fiscal year, subject to the eligibility requirements listed above. Employees may use the wellness time off on any day mutually agreed by the employee and their supervisor. Wellness days not used by the end of the fiscal year will be deemed forfeited and have no cash value.

For the Union:

For the County:



Date: May 2, 2025



Date: 5/1/2025

Response to UAPD Proposal #6

Tentative Agreement

Section 15. Sick Leave

15.9 Bereavement Leave

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

In addition, employees may utilize up to an additional five (5) days from any accrued leave, including accrued sick leave pursuant to Section 15.2-4 or take unpaid leave if accruals are exhausted.

The department may require that the employee, within 30 days of the first day of the leave, provide documentation of the death of the family member consistent with the County Policy on bereavement leave.

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025

Tentative Agreement

Section 17. Hospitalization and Medical Care

17.1 Payment of Healthcare Premiums

The County and covered employees share in the cost of health care premiums. The County will pay eighty-five percent (85%) of the total premium for the Kaiser HMO, and Kaiser High Deductible Health Plans Aetna High Deductible Plan, and covered employees will pay fifteen percent (15%) of the total plan premium and the County will pay 90% of the total premium for the Aetna HMO Plan (Employees pay 10% of the total premium). The County will pay 75% of the total premium for the Aetna POS Plan (employees pay 25% of the total premium)

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

In an effort to offset the employee cost for healthcare costs, effective the first full pay period in May 2026 until the first pay period in May 2027, the County will contribute \$59 per month (\$29.50 each for the first 2 pay periods of each month) (the equivalent of 0.5% of pay Countywide) as a “Premium Only” contribution to each benefit-eligible employee’s Section 125 account to be used for premium expenses.

17.3 Permanent Part Time Employees

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the County contributions to hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay eighty-five percent (85%) of the Kaiser High Deductible Health Plan or Aetna High Deductible Plan, three-fourths (3/4) of the County contributions to the hospital and medical care premiums described above.

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

County of San Mateo
Negotiations with UAPD
Tentative Agreements

For the Union:

A handwritten signature in blue ink, appearing to read "Timothy J. Falcin".

Date: May 2, 2025

For the County:

A handwritten signature in blue ink, appearing to read "Alejandro Hurtado".

Date: 5/1/2025

Tentative Agreement

Section 28. Pay for Work Out of Classification

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if they have worked in such classification for forty (40) consecutive work hours they shall be entitled to payment for the higher classification, as prescribed for Promotions in Section 5.6 of this Memorandum of Understanding retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- A. The assignment is caused by the absence of the incumbent;
- B. The employee performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of their regular classification;
- C. The assignment to work out of classification which extends beyond twenty (20) working days be approved by the Human Resources Department Director, a copy of the approval form to be given to the employee; and
- D. A copy of the department head's written approval must be submitted in advance to the Human Resources Department Director. If the Human Resources Department Director determines that they will not approve pay for work in the higher classification which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Department Director whose decision shall be final.
- E. If an employee who is in a Work Out of Class Assignment is out of the office for more than four (4) consecutive work weeks, their Work Out of Class pay will automatically end.

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025

Tentative Agreement

Section 30. Grievances

30.2 Procedure

Grievances shall be processed in the following manner:

- A. Step One, Management Official and/or Union Representative: Any employee who believes that they have a grievance may discuss their complaint with such management official in the department in which they work as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit their grievance directly to the Union, the procedures hereinafter specified may be invoked.
- B. Step Two, Human Resources Department Director: Any employee or any official of the Union may notify Human Resources Department Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty-eight (28) calendar days from the date of the alleged grievance.

The Human Resources Department Director, or their designated representative, who in the case of a grievance alleging discrimination shall be the EEO Coordinator, shall meet with the complainant and their Union representative within fourteen (14) calendar days of receipt of the written grievance. The Human Resources Director shall have twenty-eight (28) workdays days after the Step 2 grievance meeting is held to investigate the merits of the complaint explore settlement, and issue a written response to the grievance, No grievance may be processed under paragraph (C) below which has not first been filed and investigated in accordance with this paragraph (B).

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025

Response to UAPD #2 (in part)

Current Contract Language

Section 32. Professional Reimbursement

Beginning July 1, 2013, employees may be reimbursed for up to two thousand five hundred dollars (\$2,500.00) per fiscal year for educational expenses authorized for maintenance of their licensure/certification. Effective July 1, 2019, employees may be reimbursed for up to three thousand dollars (\$3,000.00) per fiscal year for educational expenses authorized for maintenance of their licensure/certification.

For educational reimbursement, proof of completion shall be provided to the department head along with reimbursement request. When such educational expense is authorized for training, employees may be reimbursed for related travel expenses from the three thousand dollars (\$3,000.00), provided the travel expense is directly related to the training or coursework. Employees may also use the three thousand dollars (\$3,000.00) to be reimbursed for the purchase of cell phones, laptops, iPads or tablets, related medical software or apps, the following specific personal professional equipment: loupes, headlamps and stethoscopes and medical reference materials/books, where all purchases are judged to be helpful in their work assignment, to pay for professional license fees, and for fees and memberships in professional associations related to their field of practice. These funds may be used to purchase a cell phone and/or laptop if a County-issued device has not been provided.

Reimbursement requests must be submitted to the department head for approval within ninety (90) days of expense or completion of conference or course in accordance with the County's Expense Reimbursement Policy.

For Staff Physicians, Psychiatrists, and Dentists who are required to pay medical staff dues to the San Mateo Medical Center, the County agrees to pay the annual medical staff dues per employee for the term of this agreement. These funds are in addition to the educational expenses detailed above.

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025

Tentative Agreement

Section 33. Tuition Reimbursement

The County may reimburse an employee for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the course is closely related to the employee's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Department Director with concurrence of the County Manager. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. The employee must both begin and successfully complete the course while employed by the County.

The employee must submit an application on the prescribed form to their department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Department Director whose decision shall be final. In order to be reimbursed, the employee's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, the employee must submit to the Human Resources Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The Human Resources Department shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. The County will reimburse per course **in accordance with County Policy** for books or other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement Program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

For the Union:



Date: May 2, 2025

For the County:



Date: 5/1/2025