


Section 9. Association Security**9.5. Communications with Employees**

The Probation Department shall allow PDA use of available bulletin board space for communications involving official organization business, such as times and places of meetings, provided such use does not interfere with department needs. 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. PDA may distribute materials to unit employees through County mail distribution channels if approved by the Human Resources Director. If the Association violates the terms of this provision, the County may take such action it deems appropriate, to the extent authorized by law. PDA representatives shall give notice to the employees' department head or designee at least twenty-four (24) hours in advance of contacting departmental employees during an employee's duty period, provided that solicitation for membership and other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Pre-arrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

For PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 11. Holidays

11.1. Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay not to exceed eight hours for anyone (1) day, 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 in proportion to the average percentage of full-time hours worked in the two pay periods immediately before the pay period with the holiday. If two (2) or more holidays fall on succeeding or alternate pay periods, the average full-time hours worked in the two pay periods immediately preceding the first holiday shall be used to determine the holiday pay entitlement for the subsequent holiday.

11.2. The holidays in this County are:

January 1	(New Years' Day)
Third Monday in January	(Martin Luther King, Jr.'s Birthday)
Third Monday in February	(Washington's Birthday)
<u>March 31</u>	<u>(Cesar Chavez's Day)</u>
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 Day	
December 25	(Christmas)

** 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 ~~2022~~2025, ~~and~~ December ~~2023~~2026, and December ~~2024~~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 2022-2025 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 unit 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. The County shall provide employees with a minimum notice of ninety (90) days regarding which three (3) days will be designated.
 - D. 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 anyone (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.
 - E. 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 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. Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.
- 11.2** If one of the holidays listed above falls on a Sunday, the holiday will be observed Monday.
- 11.3.** If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to one hundred twenty (120) hours with any time earned in excess of one hundred twenty (120) hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.

In County facilities where there is twenty-four (24) hour per day coverage, employees working such coverage shall observe holidays on the actual date of the holiday.



Tentative Agreements

SMCO Negotiations with PDA

- 11.4. Extra help employees are not entitled to holiday pay or to time off with pay in lieu of holiday pay.
- 11.5. Employees in Work Group 1 working on a holiday shall be compensated for time worked at the rate of time and one-half the straight-time rate as provided in Section 7 (Overtime).
- 11.6. One Probation Officer assigned to Intake in Juvenile Probation and one Probation Officer assigned to the Community Release Program when working a holiday shall receive monetary compensation for such time worked at the rate of time and one-half the straight time rate.
- 11.7. Employees regularly scheduled to work a 9/80 or 4/10 schedule may use vacation, accrued holiday pay, or compensatory time off to account for the additional one (1) or two (2) hours of their shift, or they can request to flex those hours within the same work week, with approval of their supervisor.

11.8 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. 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 PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 14 “New” Sick Leave (in part)

14.2 Usage – Tentative Agreement

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

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

- D. The employee's preparation for or attendance at the funeral of a member of his or her immediate family. For the purpose of preparation for or attendance at a funeral, immediate family member also includes son-in-law, daughter-in-law, grandparents-in-law and siblings-in-law. Use of sick leave for this expanded definition is limited to five (5) days ~~if travel is required.~~

14.5 Credits Tentative Agreement

When an employee who has been working as extra help is appointed to a permanent position such appointee may receive credit for any accrued but unused sick leave remaining in their extra help sick leave bank at the time of their appointment to a permanent position. ~~such extra help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceeding any period of more than twenty-eight (28) consecutive calendar days in which an employee was not in a pay status.~~

If an employee who has unused sick leave accrued is laid off and subsequently re-employed in a permanent position, such sick leave credits shall be restored upon reemployment. The employee shall not have any portion of sick leave credits restored for which they received compensation at the time of or subsequent to the day of layoff.

For PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 15 Leaves of Absence


15.10 Bereavement Leave

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

In addition, employees may utilize up to an additional five (5) days from any accrued leave, including accrued sick leave pursuant to Section 14.2, subsection (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 PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 28 Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or their representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if they have worked in such class for more than five (5) consecutive work days (or four (4) consecutive workdays for employees on a "4/10" shift), they shall be entitled to payment for the higher class as prescribed for promotions in subsection 5.6, starting on the sixth (6) 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 class;
- C. The temporary assignment to work out of class which extends beyond twenty (20) workdays must be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- D. A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that they will not approve pay for work in the higher class which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.

When an Institutional Services Manager (ISM) or Probation Services Managers (PSM) is on a long-term absence of one (1) calendar month or longer, the Department will prepare a coverage plan that may include coverage by other managers, work out of classification assignment, or combination thereof. A copy of the coverage plan will be provided to employees who report to the ISM or PSM on leave.

The County shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

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 PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 16 Hospitalization and Medical Care

16.1 Medical Insurance: Tentative Agreement

Regular Employees Assigned to Work Eighty (80) Hours Per Pay Period:

The County pays eighty-five percent (85%) of the total premium for the County-offered ~~group~~ Kaiser HMO and Kaiser High Deductible Health plans (employees pay fifteen percent (15%) of the total 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.

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

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.

For PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025

Section 32. Bilingual Pay

A salary differential of ~~Seventy Dollars (\$70.00)~~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.

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

If any employee's request for bilingual pay consideration is denied by the Department, such denial shall be subject to appeal to the Human Resources Director whose decision shall be final.

For PDA:



Date: 4/30/25

For the County:



Date: 4/30/2025