

## **Section 5. Salaries**

[Note: County rejects PDA proposal to provide an additional 5% COLA for ISMs.]

**5.1.** The salary ranges for all employees represented by PDA will be as set forth in the Exhibits which are attached hereto and made a part hereof. The rates of pay set forth in the Exhibits represent the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise and represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this MOU. The rates of pay 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 shall be adjusted as follows:

Effective the pay period in which the Board of Supervisors approves a successor MOU in ~~2022~~2025(no retro), there will be a cost-of-living increase of ~~three-five~~ percent (5%).

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

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 PDA:



Date: 5/21/25

For the County:



Date: 5/21/2025



## **Section 8. Shift Differential**

**8.1.** Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step (5.74%) above the employee's base pay in the salary range for their classification. If the base pay is at the top step, shift differential pay shall be computed at one step (5.74%) above such base pay.

Notwithstanding the paragraph above, the monthly shift differential pay for full-time employees shall be at least \$35.00 above the employee's base pay, to be prorated for part-time employees.

**8.2.** ~~Employees shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m. Full-time employees whose are regularly assigned by a supervisor to work a shift of eight (8) hours or more that starts between 11:59 a.m. and before 1:01 a.m. shall be paid at shift differential rates for all hours worked during such shift.~~ To be eligible for shift differential, such shifts must be approved by the Department Head or designee. Time worked on a flexible schedule requested by the employee and approved by the supervisor shall not be eligible for shift differential.

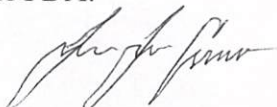
**8.3** ~~Deputy Probation Officers (DPO's) (1) assigned by their supervisor to perform night operations as part of their regularly assigned job duties to accommodate as directed by the department needs (not for personal preference), (2) DPO's for whom it is mandatory to participate in night operations, and (3) DPO's who volunteer for night operations upon Department request, shall be eligible to receive shift differential if the scheduled hours meet the criteria as outlined in Section 8.2 of this MOU. Example of night operations are those that are coordinated with other enforcement agencies e.g. Operation Purple Ribbon and Operation Casper and are approved by the Department Head or designee. Night operations do not include regular evening/night field visits.~~

### **8.4 Application of Differential**

Employees who have been regularly working a shift described in Section 8.2 or 8.2 above for thirty (30) or more days immediately preceding a paid holiday, or the commencement of a vacation, or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of an employee on a rotating shift shall include the differential such employee would have received had he/she been working during such period.

Differential is not included when an employee elects to be compensated for overtime by compensatory time (i.e., compensatory time is paid at the employee's rate of pay when the time is used, not at the rate at which it was earned).

For PDA:



Date: 5/21/25

For the County:



Date: 5/21/2025



## **Section 14 "New" Sick Leave**

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### **14.3 Procedures for Requesting and Approving Sick Leave**

When the requirement for sick leave is known to the employee in advance of the absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify their supervisor as promptly as possible by telephone or other means. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

The department head may require a physician's statement from an employee who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request.

An employee may request to use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 14, subject to approval by the employee's supervisor. Use of other accrued leaves will normally be permitted, unless such employee has been documented by management for attendance problems within the last four (4) months, or if the use of leave would result in overtime pay for time worked in the same work week. In that event, such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 14.

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### **14.9 Catastrophic Leave Program**

#### **A. Purpose**

~~The Catastrophic Leave Policy is designed to assist employees who have exhausted paid time credits due to serious or catastrophic illness, injury or condition of the employee or their family. This policy allows other employees to make voluntary grants of time to that employee so that they can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.~~

#### **B. Program Eligibility**

~~Leave credits may voluntarily be transferred from one or more donating employees to another receiving employee under the following conditions:~~

- ~~1. The receiving employee is a permanent full or part-time employee whose participation has been approved by their department head;~~
- ~~2. The receiving employee, and/or the employee's family member, has sustained a life threatening or debilitating illness, injury or condition. (The department head may require that the condition be confirmed by a doctor's report);~~
- ~~3. The receiving employee has exhausted all paid time off;~~
- ~~4. The receiving employee must be prevented from returning to work for at least thirty (30) days and must have applied for a medical leave of absence.~~

SMCO Negotiations with PDA  
Tentative Agreement

~~C. Transferring Time~~

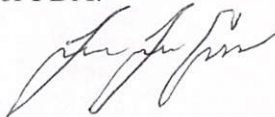
- ~~1. Vacation and holiday time may be transferred by employees in all work groups. Comp time may be transferred by employees in work groups 1, 4, and 5.~~
- ~~2. Sick leave may be transferred at the rate of 1 hour of sick leave for every four (4) hours of other time (holiday, vacation, MOT or comp time).~~
- ~~3. Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.~~
- ~~4. Donations must be a minimum of eight (8) hours and, thereafter, in whole hour increments.~~
- ~~5. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the department head, the total leave credits received may be up to a maximum of six (6) months.~~
- ~~6. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except as described in paragraph #7 below.~~
- ~~7. In the event of the untimely death of a Catastrophic Leave recipient, any excess leave will be returned to the donating employees on a last in/first out basis (excess leave would be returned to the last employee(s) who donated).~~

~~D. Appeal Rights~~

~~Employees denied participation in the program by the department head may appeal the decision to the Human Resources Director and the County Manager whose decision shall be final.~~

~~The County shall address changes to the Catastrophic Leave policy through a County-wide process. The County will prepare a modified policy and present it to all labor organizations for comments at the Benefits Committee.~~

For PDA:



Date: 5/21/25

For the County:



Date: 5/21/2025