

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
PROBATION AND DETENTION ASSOCIATION (PDA)  
RE: SUCCESSOR MOU**

The following document contains the Tentative Agreement between the County of San Mateo ("County") and the Probation and Detention Association ("Association") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Association and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Association. Upon Association ratification and Board approval, this Agreement will amend the MOU between the parties dated May 30, 2010 – May 21, 2016.

The amended MOU shall supersede the MOU expiring on May 21, 2016. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

Ratified:

\_\_\_\_\_

\_\_\_\_\_

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Universal Change: numbers shall be placed in written form followed by numerical form in parentheses.

**Preface**: The San Mateo County Probation and Detention Association and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing ~~May 30, 2010, and ending May 21, 2016~~ the first day of the first full pay period following Association ratification through the last day of the last pay period partially or fully falling in May 2019.

**Section 2. Association Security**

**2.2 Indemnification (MOVED FROM 2.3 AGENCY SHOP)**

PDA shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this association union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.

**2.3 Maintenance of Membership**

Members who pay dues through paycheck deductions and all employees who become members and pay dues through such deductions shall continue to pay dues for the duration of this and each subsequent MOU. During the twenty-one (21) day period that is at least seventy (70) days prior but no more than ninety (90) days prior to the expiration of this and any subsequent MOU. ~~For a period of ninety-seventy days prior to the expiration of this and any subsequent MOU,~~ members shall have the right to withdraw membership by discontinuing dues deduction. The employee shall communicate the withdrawal in writing to the Controller by certified mail. Employees subsequently employed in a position outside of the unit represented by PDA shall not be required to continue dues deduction.

PDA shall hold the County and its officers and employees, including but not limited to the Controller, harmless for following the instructions contained in dues deduction authorizations. The County shall deliver revocations of membership to PDA on a biweekly basis and include verification that receipt was by certified mail. The Controller shall accept authorization for dues deduction on a biweekly basis.

**2.34 Agency Shop**

- A. PDA agrees that it has a duty to provide fair and nondiscriminatory representation to all unit employees regardless of whether they are members.
- B. All employees employed in the PDA representation unit shall as a condition of employment either:
  - 1. Become and remain a member of PDA; or

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2. Pay an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of PDA to determine an agency fee which meets the above criteria; or
3. Do both of the following:
  - a. Execute a written declaration that the employee is a member of a *bonafide* religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - b. Pay a sum equal to the agency shop fee to one of the negotiated non-religious, non-labor, charitable funds that is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.
- C. As a condition of employment, all new workers who are hired into a classification covered by this MOU, shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Section B. 1, 2, and 3 above.
- D. Employees who elect membership shall continue to pay dues for the duration of this and each subsequent MOU. During the twenty-one (21) day period that is at least seventy (70) days prior but no more than ninety (90) days prior to the expiration of this and any subsequent MOU, For a period of 90 to 70 days prior to the expiration of this and any subsequent MOU, any employee who is a member shall have the right to withdraw by discontinuing dues deduction and selecting one of the options specified in Section B above. Said withdrawal shall be communicated by the employee during that period of time in writing to the Controller by certified mail and must be postmarked within the twenty-one (21) day period that is at least seventy (70) days prior but no more than ninety (90) days prior to the expiration of this and any subsequent MOU. during the 90 to 70 day period.
- E. PDA shall provide the County with sufficient copies of its "Hudson Procedure" for the determination and protest of its agency shop fees so that the County can provide a copy of the "Hudson Procedure" to every employee hired into a PDA represented class. The Association shall provide the County with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. PDA shall provide a copy of said "Hudson Procedure" to every fee payer covered by this MOU annually, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

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- F. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- G. The provisions of Sections B and C shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence of more than 30 days.
- H. Annually, PDA shall provide Employee Relations with copies of the financial report which PDA annually files with the California Franchise Tax Board (CT-2) and the IRS (Form 990). Such report shall be available to employees in the unit. Failure to file such a report within sixty days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.
- I. Compliance
1. PDA shall provide all employees hired into a job class covered by this MOU with an "Employee Authorization for Payroll Deduction" card.
  2. If the form authorizing payroll deduction is not returned to the Controller within 30 calendar days after notice of the agency fee provision and PDA's "Hudson Procedure," and the dues, agency fee or charitable contribution required under Section B.3 are not received and the employee has not timely invoked the Hudson Procedure, or if invoked the employee's Hudson Procedure rights have been exhausted, PDA may in writing direct the County to withhold the agency fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency fee and the County shall pay PDA an equal amount.
- J. ~~PDA shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this association/union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.~~ (MOVED ABOVE TO SECTION 2.2)
- K. In the event that employees in a bargaining unit represented by PDA vote to rescind "Agency Shop," the provisions of Section 2.2 shall apply to dues-paying members of PDA.

2.4 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. PDA may distribute materials to unit employees through County mail distribution channels if approved by

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Employee Relations. If the Association violates the terms of this provision the County may take such action it deems appropriate, to the extent authorized by law. This privilege may be revoked in the event of abuse after Employee Relations consults with PDA representatives.

Any representative of the Union shall give notice to the employees' department head in advance when contacting departmental employees during the duty period of employees, 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.

**2.6 Advance Notice**

Except in cases of emergency as provided below, PDA, if affected, shall be given reasonable advance written notice of any ordinances, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

Any written notice of dismissal, suspension, reduction in step or demotion sent to an employee shall include a statement advising him/her of the right to be represented by the Association concerning the disciplinary action. The County agrees to remind and support the department sending copies of final decision letters in the disciplinary process to the Association, where the Association has represented the employee in the Skelly process.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the PDA shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

**Section 3. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, ~~or~~ legitimate employee organization activities, or any protected class as set forth in Section 2 of the EEO policy or protected by law at the time of the grievance against any worker or applicant for employment by the Union or by the County or by anyone employed by the County; ~~and~~ and ~~to~~ To the extent prohibited by applicable state and federal law there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

**Section 5. Salaries**

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

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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.

A. Cost of Living Adjustments

~~Effective May 30, 2013, May 30, 2014 and May 30, 2015 there shall be a salary increase. The salary increase will be a minimum of 1% to a maximum of 4% based on either the mean of standard comparator agencies, or, the increase tied to property tax growth, whichever is greater.~~

Effective the first full pay period following Association ratification of a successor MOU, salaries shall be increased by a 4% cost of living adjustment.

Effective the second, full pay period in May 2017, salaries shall be increased by a 3% cost of living adjustment.

Effective the second, full pay period in May 2018, salaries shall be increased by a 3% cost of living adjustment.

B. Equity Adjustment

Effective the first full pay period following Association ratification of a successor MOU, the salary schedule for Deputy Probation Officers shall be increased by two and seven-tenths percent (2.7%).

- 5.4 Employees shall be considered for salary step increases based on their appointment date or revised salary anniversary date. If an employee begins service later than the first business day of a biweekly pay period, or has changes which would cause the salary anniversary date to be on other than the first business day of a biweekly pay period, the salary anniversary date shall be determined from the first day of the following biweekly pay period.

Changes in an employee's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date as stated in the preceding paragraph. Employees rejected during the probationary period who revert to their former class shall return to the salary anniversary date held in the former class unless otherwise determined by the Human Resources Director. Employees' salary anniversary dates shall not be affected by a transfer, downward reclassification or a demotion.

A permanent employee accepting provisional employment in a higher or different class in the Classified Service who reverts to the former class shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment. Salary range adjustments for a class will not set a new salary anniversary date for employees serving in that class.

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When recommended by the appointing authority and approved by the Human Resources Director, provisional and temporary employees shall be advanced to the next higher step upon completion of the periods of service prescribed in this Section, provided their service has been satisfactory. When recommended by the appointing authority and approved by the Human Resources Director, continuous service in a provisional, temporary, or extra help capacity shall be added to service in a regular established position to determine salary anniversary date, eligibility for salary increases, and vacation and sick leave accrual. Such service may not be added if it preceded a period of over 28 consecutive calendar days during which the employee was not in a pay status except when the absence was due ~~to an approved leave of absence, to an injury or disease for which he/she is entitled to and currently receiving Worker's Compensation benefits.~~

Section 7. Overtime

7.1 Authorization

All compensable overtime must be authorized by the appointing authority or his/her representative in advance of being worked. If prior authorization is not feasible due to emergency conditions a confirming authorization must be made on the next regular working day following the day on which the overtime was worked. ~~Overtime must be in the job class in which the person is regularly employed or in a class for which the employee is authorized higher pay for work in a higher class.~~

7.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of the 40 hour weekly work schedule shall be considered overtime compensable at the rate of one and one-half times the overtime worked whether by monetary payment or compensatory time off. ~~Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act. In determining eligibility for overtime compensation any absence with pay shall be considered time worked. The smallest increment of time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together to credit overtime. Overtime shall be calculated from the employee's base pay only.~~

Effective January 1, 2007, paid sick leave will not count as hours worked in determining overtime eligibility.

7.3 Work Groups

The Human Resources Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or by compensatory time off. The decision of the Director shall be final; provided, however, that prior to changing the work group of an existing class covered by this MOU the Director shall notify PDA of the contemplated change and if requested, discuss with PDA the reasons for the work group change.

Work Group 1: All employees covered by the Fair Labor Standards Act shall be allocated to



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Work Group 1. Work Group 1 employees may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. ~~Compensatory time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment. All monetary payments for overtime must be paid no later than the next biweekly payroll following the pay period in which the overtime was worked.~~

Work Group 5: Employees in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Compensatory time off in excess of eighty (80) hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classifications to work groups, any employee covered by the Fair Labor Standards Act shall be compensated in accordance with the Act.

Should the County, through some future ~~f~~Federal ruling, be exempted from the Fair Labor Standards Act, the County shall then revert to the base rate for the computation of overtime.

~~Employees required to report back to work during off duty hours shall be compensated for a minimum of 3 hours of overtime. An employee receiving call back pay shall not be entitled to on call pay simultaneously. (MOVED TO ARTICLE 9)~~

7.4 Compensatory Time Off

Utilization of comp time off shall be by mutual agreement between the employee and the department head. The smallest increment of compensatory time which may be taken off is six minutes.

Compensatory time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment. All monetary payments for overtime must be paid no later than the next biweekly payroll following the pay period in which the overtime was worked.

Effective the first full pay period following the Board of Supervisor's adoption of a successor MOU, the maximum compensatory time off accrual shall be increased from the current amount of eighty (80) hours to ninety-six (96) hours. This provision shall be in effect for six (6) months. At the end of the six-month period, the Department will compare overtime usage for this past six-month period with the same six month period in the prior year. The overtime usage to be compared will be only that used to backfill for members who are absent from work due to the use of accrued comp time off. If the comparison shows a minimum of 15% increase in overtime usage for the specific reason noted above, the comp time accrual limit will revert to eighty (80) hours. If the result is less than a 15% increase, ninety-six hours will become the new cap for CTO accrual.

Section 8. Shift Differential

- 8.3 Full-time employees assigned to and working a shift of eight hours or more which starts at or before ~~2:00~~3:00 p.m. and includes at least five hours worked after 2:00 p.m. shall be paid shift differential rates for all hours so worked after 2:00 p.m.



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**8.4 Application of Differential**

Employees who have been regularly working a shift described in Section 8 for 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.

**Section 9. On-Call Duty**

When warranted and in the interest of the County operation, the department head may assign employees to "on-call" status. Employees shall be paid an hourly rate of \$3.95 for time in which they are required to be in an on-call status. Effective the pay period following the Board of Supervisors' adoption of a successor MOU, employees shall be paid an hourly rate of four dollars and twenty cents (\$4.20) for time in which they are required to be in an on-call status. Effective the first pay period of January 2017, employees shall be paid an hourly rate of four dollars and forty cents (\$4.40) for time in which they are required to be in an on-call status.

Employees required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours of overtime. An employee receiving call-back pay shall not be entitled to on-call pay simultaneously. (MOVED FROM ARTICLE 7)

**Section 10. Layoff and Re-Employment**

**10.1 Notice of Layoff**

The department head will give at least ~~14 days~~thirty (30) days advance written notice to employees to be laid off unless a shorter period of time is authorized by the Human Resources Director.

**10.2 Precedence by Employment Status**

No permanent employee shall be laid off while employees in an extra help, temporary, provisional, or probationary status are retained in the same class unless that employee has been offered the extra help, temporary, or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra help or seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leaves to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.

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- (2) Periods of time during which employees are required to be absent from their position due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits shall be included in length of service in determining that employee's seniority rights.
- (3) Time worked in an extra help status shall not count as County service.
- (4) Time worked in permanent, probationary, provisional, or temporary status shall count as County service. Part-time status shall count at the rate of 1 year of continuous employment for each 2080 straight-time hours worked.

If 2 or more employees have the same seniority, the examination scores for their present classifications shall determine seniority.

10.3 Procedures

- (1) Employees laid off ~~shall have any of the following three choices:~~
  - ~~(a) Taking may take~~ a voluntary demotion within the same department to a classification in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
  - ~~(b) On a County wide basis, displacing the employee in the same class having the least seniority in County service. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds of the actual time so served.~~
  - ~~(c) On a County wide basis, taking a voluntary demotion to a class in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority. For the purpose of such County wide move, County service, including military leave, shall be allowed at the rate of two thirds of the actual time so served.~~
- (2) Displaced employees may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any classification for which, in the Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 10.2.
- (3) Pursuant to the Civil Service Rules as revised, an employee may, with the approval of the Human Resources Director and the gaining department head, demote or transfer to a vacant position in the same department for which he/she possesses the necessary skills and fitness.
- (4) At the sole discretion of the Human Resources Director, an employee may be allowed to transfer and displace a less senior employee in a position in the same department in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.
- (5) In addition to all other options, employees in class at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.
- (6) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than 10.0% higher.
- (7) Part time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.

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**10.4 Names of Employees Laid Off to be Placed on Reemployment and General Eligible Lists**

The names of employees laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each class shall consist of the names of employees and former employees having probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in section 10.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each class shall consist of the names of employees and former employees having probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 10.4 shall not apply to employees who have accepted severance pay upon termination of employment.

**10.5 Abolition of Position**

The provisions of this Section 10 shall apply when an occupied position is abolished resulting in a classified employee losing status in his/her assigned classification in his/her assigned department.

**10.6** In the event that an employee's position is abolished and he/she is unable to displace another County employee as provided in this Section 10, such employee shall receive reimbursement of one week of pay for each full year (2080 hours) of regular service to the County, ~~up to a maximum of ten (10) weeks of pay~~ and 50% of the cash value of his/her unused sick leave; provided that he/she shall be eligible for reimbursement only if he/she remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.

**10.7** The County will pay the County premium for ~~four (4)~~six (6) months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions;

1. The employee has not refused a County job offer.
2. The employee is unemployed.
3. The employee continues to pay their share of the premium.

**Section 11. Holidays**

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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 any one 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 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.

11.8 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 or two hours of their shift, or they can request to flex those hours within the same work week, with approval of their supervisor.

**Section 14. Sick Leave**

**14.2 Usage**

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

(1) Sick leave may be used for an employee or an immediate family member, for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if the employee is a victim of domestic violence, sexual assault or stalking. The employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional.

(2) Any approved leave of absence provided for by any applicable local, state or federal law in which the law grants the employee the right to use accrued sick leave. The employee's receipt of required medical or dental care or consultation.

~~(3) The employee's attendance on a member of the immediate family who is ill.~~

(34) The employee's preparation for or attendance at the funeral of a member of the immediate family.

For the purposes of this Section immediate family means parent, spouse, domestic partner, son, daughter, sibling, step-children, mother-in-law, father-in-law, grandparents or grandchildren. For the purpose of paragraph (34) above only, immediate family 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 three days if travel is required.

(54) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to 6 weeks immediately after the birth or arrival of the child in the home for the unpaid portion of such leave or to supplement partial wage replacement benefits where applicable.

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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 his/her supervisor as promptly as possible by telephone or other means. ~~Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated.~~ 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.

14.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than six minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 32.

14.5 Credits

When an employee who has been working as extra help is appointed to a permanent position, such appointee may receive credit for such extra help period of service in computing accumulated sick leave, ~~provided that no credit shall be given for service preceding any period of more than 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 he/she received compensation at the time of or subsequent to the day of layoff.

Section 15. Leaves of Absence

15.2 Benefit Entitlement

~~To the extent consistent with applicable local, state and federal laws, e~~ Employees on leaves of absence without pay for more than 2 biweekly pay periods shall not be entitled to payment of the County's portion of the premiums for their health, dental, life, or long term salary continuation insurance, except as provided hereinafter. The entitlement to payment of the County's portion of the premiums shall end on the last day of 2 full biweekly pay periods in which the employees was absent. An employee who is granted a leave of absence without pay for reasons of the employee's illness or accident shall be entitled to have 2 biweekly pay periods of the County's portion of the insurance premiums for each year of County service, or major fraction thereof, up to a maximum of 26 biweekly pay periods.

15.5 Leave of Absence Without Pay

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(1) ~~Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves of absence without pay under the provisions of this Section.~~

(2) Granting of Leaves of Absence Without Pay: An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of 2 biweekly pay periods.

(3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence ~~without pay~~ on account of illness or injury which are not job incurred may be granted for a maximum of 26 full biweekly pay periods encompassing use of accrued paid leave and approved unpaid leave once accrued leave is exhausted, except as required by law. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. All accrued sick leave credits must be used before going into an unpaid leave status. Such leaves must be substantiated by a physician's statement. Such leaves will be granted only after all accrued sick leave credits have been used and must be substantiated by a physician's statement.

(4) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence ~~without pay~~ on account of personal reasons may be granted for a maximum period of 13 full biweekly pay periods encompassing use of accrued paid leave and approved unpaid leave once accrued leave is exhausted. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, a worker may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained. The decision of the Human Resources Director shall be final.

(5) Parental Leave: Employees/parents of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for maximum period of thirteen biweekly pay periods. Use of accrued vacation, sick, comp time or holiday credits shall not be a pre-condition for the granting of such parental leave.

15.6 Military Leaves of Absence

The provisions of ~~state and federal law~~ the Military and Veterans Code of the State of California shall govern military leave of County employees.

15.7. Absence Due to Required Attendance in Court

~~Upon approval by the department head, any An~~ employee ~~other than extra help or seasonal,~~ shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or as directed by proper authority, in accordance with the following provisions:

(1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head,



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within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.

- (2) Attendance in Court in connection with the employee's ~~usual~~ official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- (5) An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. The time spent in these proceedings is not considered work time. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milius Brown Act or the MOU between the parties.
- (6) Prompt notification to one's supervisor is required within one business day of receipt of a subpoena or summons to appear.

**Section 16. Hospitalization and Medical Care**

**16.1 Medical Insurance:**

~~The County and covered employees share in the cost of health care premiums. The County will pay 90% of the total premium for the Kaiser and Aetna Plans and 80% of the total premium for the Blue Shield Plan. Covered employees will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan. Effective April 1, 2011, County will pay 85% of the total premium for the Kaiser and Blue Shield HMO plans and 75% of the total premium for the Blue Shield POS plan. Covered employees will pay 15% of the total premium for the Kaiser and Blue Shield HMO Plans and 20% of the total premium for the Blue Shield POS Plan.~~

~~A Flexible Spending Account (FSA) debit card with a value of \$200 will be issued to each employee on April 1, 2011. An additional \$200 FSA card will be issued on January 1, 2012.~~  
Regular Employees Assigned to Work Eighty (80) Hours Per Pay Period:



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

The County pays seventy-five (75%) of the total premium for Blue Shield POSPO plan (employees pay twenty-five percent (25%) of the total premium).

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

For employees occupying permanent part-time positions, who work a minimum of forty, but less than sixty hours in a biweekly pay period, the County will pay one-half of the hospital and medical care premiums described above. Employees will pay the remainder of the total premium.

For employees occupying permanent part-time positions who work a minimum of sixty but less than eighty 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 (HDHP) or three-fourths of the hospital and medical care ~~premiums~~ contributions described above. Employees will pay the remaining 15% or 25%, as applicable, of the total premium. ~~In either case cited above the County contribution shall be based on the designation by management of the position as either half time or three quarter time, not on the specific number of hours worked.~~

NEW: Cadillac Tax Reopener:

After July 1, 2019, the County may reopen with the Association to meet and confer regarding payment of "the Cadillac Tax" as described in the Affordable Care Act.

NEW: General ACA Reopener

Upon request from the County, the parties will reopen this Section 16 (and any other Section in this MOU relating to health insurance) during the term of the agreement if necessary to address changes required under the ACA.

16.3 Sick Leave Converted to Medical Insurance Premiums at Retirement:

~~Unless otherwise provided in this MOU, w~~Workers hired prior to May 1, 2011 whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for the unused accrued sick leave at time of retirement on the following basis:

(1) Employees Hired Prior to May 1, 2011:

For employees hired prior to May 1, 2011 who retire with less than fifteen (15) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be four hundred forty dollars (\$440.00).

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For employees hired prior to May 1, 2011 who retire with at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be four hundred ninety two dollars and nine cents (\$492.09) in 2016. This amount will be increased annually on January 1<sup>st</sup> by two percent (2%). Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-Only premium non-Medicare rate.

For employees hired prior to May 1, 2011 who retire with twenty (20) or more years of service with the County of San Mateo, the conversion rate for each six (6) hours of sick leave will be five hundred seventy four dollars and eighty cents (\$574.80) in 2016. This amount shall be increased annually on January 1<sup>st</sup> by four percent (4%). Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-only premium non-Medicare rate.

~~For each 8 hours of unused sick leave at time of retirement, the County shall contribute towards one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The County shall not be obligated to contribute at a rate in excess of \$420.00 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums for a period of 40 months). Workers may increase the number of hours per month to be converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours, he/she would be reimbursed \$610.00 instead of \$420). The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).~~

~~For employees who retire with 20 or more years of service with the County of San Mateo, the \$420 rate will be increased by 4% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-only premium.~~

~~For employees who retire with at least 15 but less than 20 years of service with the County of San Mateo, the \$420 rate will be increased by 2% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.~~

~~For employees hired who retire on or after January 1, 2007 with 20 or more years of service with the County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.~~

~~For employees who retire after January 1, 2009 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$440.~~

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(2) Employees hired on or after May 1, 2011

For employees hired on or after May 1, 2011 who retire from service with the County of San Mateo, the conversion rate for each eight (8) hours of accrued unused sick leave will be four hundred dollars (\$400). No inflation factor and no conversion at a lower number of hours based on years of service.

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~~16.4—whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:~~

~~For each 8 hours of unused sick leave at time of retirement, the County shall contribute toward one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement.) The County shall not be obligated to contribute at a rate in excess of \$400 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums for a period of 40 months.) There is no inflation factor and no conversion at a lower number of hours based on years of service.~~

~~16.7—Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void. Effective January 1, 2007, employees will no longer be offered the option of cashing out sick leave if they waive retiree health. However, if it is determined to not create a taxable event and if it does not cause the above retiree health plans to become taxable events, then employees may exchange unused sick leave at a value of \$100 per 8 hours into an RHSA upon retirement.~~

**Section 17. Vision Care**

The County shall contribute an amount necessary to provide the current vision care benefits plan for the individual employee and eligible dependents including adult dependents and domestic partners and the children and young adult dependents of domestic partners. The County will pay the entire premium for this coverage. ~~\$10.00 co pays exist for both examinations and materials.~~

**Section 18. Dental Care**

18.1 The County shall contribute a sum equal to 90% of the premium for the County Plan and the Delta Dental PMI Plan for employees and eligible dependents, including young adult dependents and domestic partners. All employees must participate in one of these plans.

~~18.4—Young adult dependents and domestic partners are included in the County self-funded dental plan.~~

**Section 19. Change in Employee Benefit Plans**

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- 19.1 During the term of this MOU, the County and PDA shall investigate the feasibility of ~~offering-revising~~ medical plan(s) ~~alternate or in addition to those now being offered,~~ coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, including FSA debit cards. The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

**Sick Leave Credit:**

Effective July 1, 2017, the County and Association will reopen Section 16.9 regarding the elimination of the Additional Sick Leave Credit; however, meetings pursuant to the reopener shall not exceed three (3) except by mutual agreement, and changes to Section 16.9 of the MOU shall not be made except by mutual agreement.

- 19.2 Agreements reached as part of the ~~Health Care Cost Containment~~Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

**Section 20. Life Insurance**

- 20.1 Employees shall be covered by life insurance and accidental death insurance as follows:

The County shall provide ~~\$12,000~~\$50,000 of life insurance for each employee, ~~\$500~~\$2,000 of life insurance for the employee's spouse and up to a maximum of ~~\$500~~\$2,000 of life insurance for each of the employee's children, depending on ages in accordance with the plan document.

The County shall provide an additional ~~\$10,000~~\$110,000 of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

- 20.2 ~~An e~~Employees, depending on pre-qualification, may purchase, at the employee's expense, additional term life insurance to a maximum of \$500,000 for employee, \$250,000 for spouse, and \$10,000 for dependents. New employees are guaranteed the option to purchase \$50,000 in supplemental life insurance. Above \$50,000, questionnaire/ physical are required. Current employees with \$32,000 are guaranteed \$32,000 in supplemental life insurance and may purchase more with questionnaire/physical. Current employees with no coverage may purchase any amount with questionnaire/physical. Maximum amount is \$250,000. Amounts may be purchased in \$10,000 increments. Employees may also purchase supplemental life insurance for dependents in Two Thousand Dollar increments up to \$10,000. A dependent spouse may be insured for up to a maximum of \$125,000.

**Section 21. Income Protection Insurance**

The County shall continue to provide its present long-term income protection plan for permanent employees at no cost to ~~said~~ employees ~~who ; provided that in order to be eligible,~~ employees must have been employed by the County for three or more years. The maximum

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monthly salary cap is \$2400. ~~Coverage is extended to all otherwise qualified permanent employees.~~ Benefits for psychiatric disabilities that result from stress, depression or other life events is restricted to two years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five.

Effective with disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

**Section 26. Dismissal, Suspension, or Demotion for Cause**

The appointing authority may dismiss, suspend or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed.

Any classified employee may either appeal such dismissal, suspension or demotion to the Civil Service Commission or file a grievance in accordance with Section 30.2. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission Rules. Grievances filed in accordance with subsection 30.2 must be filed within fourteen calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with Employee Relations within fourteen calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 30.2 of this MOU.

A permanent classified employee may be dismissed, suspended or demoted for cause only.

**Section 27. Change of Assigned Duties**

No employee shall be required regularly to perform duties of a position ~~outside of~~above the class to which appointed. However, employees may be assigned temporarily duties outside their class. In addition, under the conditions described in the Civil Service Commission Rules, department heads may temporarily assign employees whatever duties are necessary to meet the requirements of an emergency situation.

**Section 29. Reallocation of Position**

Upon reclassification of filled positions the Human Resources Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

17(1) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, the incumbent may accept a demotion in the reallocated position. If neither of these options ~~is~~are exercised, the lay-off procedure in the Civil Service rules will be employed.

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18(2) Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.

19(3) Upward: The Human Resources Director will grant status to the incumbent when either:

(7)a. there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or

(8)b. there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least six months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

**Section 30. Grievances**

**30.5 — No Strike (*MOVE TO SEPARATE ARTICLE IN MOU*)**

~~PDA, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, including a sympathy strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither PDA nor any representatives thereof shall engage in a job action for the purpose of effecting changes in the directives or decisions of county management, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.~~

**Section 32. Application of Differential**

~~Employees who have been regularly working a shift described in Section 8 for 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.~~

**Section 33. Bilingual Pay**

A salary differential of ~~\$42.50~~\$50.00 biweekly shall be paid incumbents or positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be ~~\$55.00~~\$65.00 biweekly. Said differential shall be prorated for employees working less than full-time or in an unpaid leave of absence status for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. PDA shall be notified when such designations are made.

**Section 34. Safety Retirement**

**34.1 Safety Retirement Plans**



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- (1) For those employees hired before July 13, 1997, and who moved from the General to Safety Retirement Plan, the Safety Retirement schedule of benefits shall be based on the employee's single highest year salary and they shall have the maximum COLA capped at 3% per year.
- (2) For those employees hired into covered classifications after July 13, 1997, they shall be placed in the Safety Retirement Plan, their retirement schedule of benefits shall be based on the employee's average salary of the highest 36 consecutive months rather than single highest year and their Plan 2 COLA will be capped at 2% rather than 3%.
- (3) It is expressly understood that safety membership in the retirement plan has been agreed upon on the condition that Social Security benefits need not be paid by the County on behalf of the employees.

In the event that federal or decisional law shall mandate the granting to employees of benefits under the Social Security Act which duplicate, supplement, or otherwise impinge upon retirement benefits or other terms and conditions of employment set forth herein, the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment, as soon as feasible, in order to assure that the federal or decisional mandate does not result in an overall increase of benefits to employees which would result in an overall increase in cost to the County.

34.2 Safety Retirement Benefit Formulas

- (1) For those safety employees hired prior to July 10, 2011 who are in the safety plan:

The County implemented the 3% @ 50 retirement benefit consistent with Government Code section 31664.1 effective January 1, 2005 for employees in Plans 1, 2 or 4.

The enhancement applies to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisors' authority under to Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31664.1 had been in effect during the time period specified in the resolution adopting section 31664.1, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Employees will share in the cost of the enhanced retirement benefits as follows: a contribution of an additional 3.5% total compensation earnable as defined in SamCERA regulation.

This additional contribution will not be reduced by any employer pick-up.

These cost sharing contributions will not be reduced for employees with 30-years of service.

- (2) For employees in the safety retirement system hired on or after July 10, 2011 and before January 1, 2013:

All new employees hired or rehired on or after July 10, 2011 and before January 1, 2013, the retirement benefit options shall be:



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Plan 5: 3% @ 55 (Plan 5) safety retirement benefit consistent with Government Code section 31664.2. Those new employees electing Plan 5 shall contribute an additional 3.5% of compensation earnable as set forth in paragraph (3) below.

Plan 6: 2% @ 50 safety retirement benefit consistent with Government Code section 31664. Those safety employees electing Plan 6 will not pay the contributions set forth in paragraph (c) below.

a. Any new employee failing to make an election within 60 days from date of hire shall be deemed to have elected Plan 6 with the 2% @ 50 safety retirement benefit consistent with Government Code section 31664.

b. All elections are permanent decisions and shall be irrevocable after 60 days from the date of hire. Any employee who has elected, or is deemed to have elected, a benefit plan and who terminates his or her employment and is later reemployed shall not be entitled to change his or her election upon that reemployment.

c. For all safety members in Plan 5 with benefits under Government Code section 31664.2 which are applicable to all safety service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section 31678.2(a), section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31664.2 had been in effect during the time period specified in the resolution adopting 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. These employees will share in the cost of such retirement benefits by contributing an additional 3.5% total of compensation earnable as defined in SamCERA regulations.

▪ This additional contribution will not be reduced by any employer pick-up.

▪ These cost sharing contributions will not be reduced for employees with 30-years of service.

(3) For employees in the safety retirement system hired on or after January 1, 2013:

Employees hired on or after January 1, 2013 who are placed in Plan 7 (2.7% @ 57) by SamCERA are not subject to the provisions in section 34.2(2).

Employees hired on or after January 1, 2013 who are placed in Plan 5 or Plan 6 by SamCERA will be subject to the applicable provisions of section 34.2(2).

~~1. Effective July 6, 2003, the County ended the 2% @ 50 safety retirement benefit consistent with Government Code section 31664 and implemented the 3% @ 55 safety retirement benefit consistent with Government Code section 31664.2~~

~~2. Effective January 1, 2005, the County ended the benefit consistent with Government Code section 31664.2 and implemented the 3% @ 50 safety retirement benefit consistent with~~

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~~Government Code section 31664.1. All safety employees hired before July 10, 2011 are earning a benefit under Government Code section 31664.1.~~

- ~~3. As to only those safety employees hired on or after July 10, 2011, the County shall again implement the 2% @ 50 safety retirement benefit consistent with Government Code section 31664 and the 3% @ 55 safety retirement benefit consistent with Government Code section 31664.2. All new safety employees hired after July 10, 2011, will have the option of either the section 31664 benefits or the section 31664.2 benefits.~~

~~Those safety employees electing to have the benefit consistent with Government Code section 31664 will not pay the contributions set forth in paragraph 4 below. Those new safety employees electing to have the benefit consistent with Government Code section 31664.2 shall contribute an additional 3.5% of compensation earnable as set forth in paragraph 4 below.~~

~~Any new employee failing to make an election within 60 days from date of hire shall be deemed to have elected the 2% @ 50 safety retirement benefit consistent with Government Code section 31664.~~

~~All elections are permanent decisions and shall be irrevocable. Any employee who has elected, or is deemed to have elected, a benefit plan and who terminates his or her employment and is later reemployed shall not be entitled to change his or her election upon that reemployment.~~

- ~~4. With respect to benefits under Government Code section 31664.1 or section 31664.2, it is agreed that:~~

~~For all safety members with benefits under Government Code section 31664.1 or section 31664.2 both of which are applicable all safety service back to the date of employment pursuant to the Board of Supervisor's authority under to Government Code section 31678.2(a), section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31664.1 or 31664.2 had been in effect during the time period specified in the resolution adopting either section 31664.1 or 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Based upon this understanding and agreement, and independent of the provisions of Section 36 of this MOU, the PDA agrees that these represented employees will share in the cost of such retirement benefits by contributing an additional 3.5% total of compensation earnable as defined in SamCERA regulations.~~

~~The contributions set forth in this subparagraph (4) will not be reduced by the employer pick up described in Section 36 of this MOU.~~

**34.3 Retirement COLA**

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- ~~Employees hired on or after July 10, 2011 will pay 50% of the Retirement COLA cost as determined by SamCERA.~~
- ~~Commencing May 30, 2013, employees hired before July 10, 2011 will pay 25% of the Retirement COLA cost as determined by SamCERA.~~

**Section 35. General Retirement**

**35.1 General Retirement Plan**

For those employees who currently have some or all of their service time in the General Retirement Plan, the following will apply:

- 4.1 Employees in the non-contributory retirement plan, also known as Plan 3, and who have five years of service, shall have the opportunity to transfer to the contributory retirement plan, also known as Plan 2 or Plan 4 (depending on original date of hire). This change in plans covers future service only. Employees will have a one time option to make such a transfer and the transfer decision can be made at any point after five years of service. The selection must be made in writing and is irrevocable.
- 4.2 Retirement Plan 2 participants will be eligible for a maximum annual cost of living adjust to the retirement benefit of 3% per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment.

For employees hired on or after July 13, 1997, the Plan 2 COLA will be limited to 2% per year and retirement will be calculated based on average salary for the thirty-six consecutive highest months rather than single highest year.

Implementation of these improvements to the retirement plans shall be made in accordance with the policies and practices of the Retirement Board and any disputes relative to implementation shall be settled by the Retirement Board, whose decision shall be final.

**35.2 General Retirement Plans**

- (1) For those employees who currently have some or all of their service time in the contributory General retirement plan, effective March 2005, the County implemented the 2% @ 55.5 retirement enhancement (Government Code Section 31676.14) for these employees who retire after that date.

The enhancement will apply to all future general service and all general service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based

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upon this understanding and agreement, employees will share in the cost of 31676.14 enhancements through increased retirement contributions by way of payroll deductions an additional 3% of compensation earnable as defined in SamCERA regulations compensation earnable as defined in SamCERA.

- These contributions will not be reduced by the employer pick-ups.
- These cost sharing contributions will not be reduced for employees with 30-years of service.
- Employees with “mixed” general and safety time shall not contribute in accordance with the schedule set forth above but rather shall contribute in accordance with the schedule set forth in section 34.2.

- (2) For those employees who currently have some or all of their service time in the non-contributory retirement plan, also known as Plan 3, and who have five years of service, shall have the opportunity to transfer to the contributory retirement plan, also known as General Plan 2 or General Plan 4 (depending on original date of hire). This change in plans covers future service only. Employees will have a onetime option to make such a transfer and the transfer decision can be made at any point after five years of service. The selection must be made in writing and is irrevocable.

After the transfer, these employees may transfer to Retirement Plan 2 or Plan 4 as determined by SamCERA, all county service rendered under Plan 3, provided that the employee deposits into the retirement fund within a specified time, an amount equal to the contributions he or she would have made during that time and what the County would have made on the employee’s behalf, had the employee been a member of Plan 2 or Plan 4, together with regular interest on that amount as determined by SamCERA.

- (3) Those employees who currently have some or all of their service in the General Plan and wish to transfer into and or transfer service credit into a Safety Plan, and were employed on or before March 1, 1991, any such transfer is subject to the provisions of Government Code section 31469.5.

**35.2—General Retirement Plan Enhancements**

- ~~1. Effective September 7, 2003, the County implemented the 2% @55 retirement enhancement (Government Code Section 31676.16) for employees in the General Retirement Plan.~~
- ~~2. Effective March 2005, the County implemented the 2% @55.5 retirement enhancement (Government Code Section 31676.14) for employees in the General Retirement Plan.~~
- ~~3. The benefit enhancement under Government Code section 31676.16 (2% @55) shall be applicable only to those employees who retire after the County’s implementation of section 31676.16. The benefit enhancement under Government Code section 31676.14 (2% @55.5)~~

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~~shall be applicable only to those employees who retire after the County's implementation of section 31676.14.~~

- ~~4. The enhancement will apply to all future general service and all general service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31676.16 or 31676.14 had been in effect during the time period specified in the resolution adopting either section 31676.16 or 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.16 or 31676.14 enhancements through increased retirement contributions by way of payroll deductions as follows:~~
- ~~1. Effective August 30, 2003, employees shall contribute 1% of compensation earnable as defined in SamCERA regulations~~
- ~~2. Effective August 28, 2004, employees shall contribute an additional 1% compensation earnable as defined in SamCERA regulations for a total of 2%~~
- ~~3. Effective March 13, 2005, employees shall contribute an additional 1% of compensation earnable as defined in SamCERA regulations compensation earnable as defined in SamCERA regulations for a total of 3%~~
- ~~4. These contributions will not be reduced by the employer pick ups described below in Section 36.~~
- ~~5. Employees with "mixed" general and safety time shall not contribute in accordance with the schedule set forth above but rather shall contribute in accordance with the schedule set forth in section 34.2.~~
- ~~6. The County paid a general wage increase of pay as set forth in section 8.1 of the then current MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions set forth above.~~

~~Employees who are employed prior to the effective date of the implementation of section 31676.16 (2% @55) and who retire before the implementation date of section 31676.14 (2% @55.5) and who are eligible to receive a higher benefit under the current formula set forth in section 31676.1, will receive the higher benefit and a refund of any increase in contributions plus interest resulting from the implementation of Government Code section 31676.16.~~

NEW SECTION: Deferred Compensation Plan – Automatic Enrollment for New Employees

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective the first full pay period of the agreement or the first day of first pay period following ratification and Board approval, whichever is later, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in

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the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

**34.3 Section 36 Retirement COLA**

- Employees hired on or after July 10, 2011 will pay 50% of the Retirement COLA cost as determined by SamCERA.
- Commencing May 30, 2013, employees hired before July 10, 2011 will pay 25% of the Retirement COLA cost as determined by SamCERA.

Effective July 3, 2016, all employees, regardless of plan or hire date, will pay a COLA cost share equal to fifty percent (50%) of the retirement COLA costs as determined by SamCERA. Plan 7 members do not pay the COLA cost share as the Plan 7 COLA costs are part of the Plan 7 contributions.

In recognition of the additional employee contribution to retirement COLA, effective the first pay period following Association ratification of the successor MOU, employees shall receive an offset based on pension membership as follows:

- Employees hired by the County of San Mateo into Probation Retirement Tier 1 or Tier 2 will receive one and six tenths' percent (1.6%) Safety Longevity Pay;
- Employees hired by the County of San Mateo into Probation Retirement Tier 4 will receive one percent (1%) Safety Longevity Pay;
- Employees hired by the County of San Mateo into General Retirement Tier 1 or Tier 2 will receive one percent (1%) General Longevity Pay; and
- Employees hired by the County of San Mateo into General Retirement Tier 4 will receive one-half percent (.5%) General Longevity Pay.

**Section 37. Retirement Contributions**

Effective April 23, 2006, for all represented employees, the County shall assume 20% of the employee's retirement contributions. This pick-up of the employee's retirement contributions will not reduce contributions required under Sections 34.2 or 35.2 above.

Effective the first full pay period of the agreement or the first day of first pay period following ratification and Board approval, whichever is later, the employer paid member contribution as described above will be eliminated. There shall be a salary increase of one percent (1%) for all employees, regardless of retirement plan or hire date, to offset the elimination of the employer paid member contribution to retirement.

**Section 38. No Strike**

PDA, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, including a sympathy strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither PDA nor any representatives thereof shall engage in a job action for the purpose of

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effecting changes in the directives or decisions of county management, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.



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**Senior Deputy Probation Officer Differential**

**Compensation**

One Step Differential – Effective April 12, 2011, this assignment is limited to 27 DPO III's. As agreed upon during negotiations, the number of employees assigned to this assignment will be reduced, or increased, proportionally to the size of the workforce.

**Duties**

In addition to managing a caseload, DPO III's selected for the Senior Differential will:

- ☐ Review and sign reports
- ☐ Act as supervisor in the supervisor's absence
- ☐ Develop and conduct on-going training for new employees
- ☐ Coach and provide training/assistance to DPO's with performance problems
- ☐ Provide support and guidance to staff in difficult situations
- ☐ Act as a mentor or coach in departmental career development programs
- ☐ Serve as a resource to DPO's experiencing difficulty with specific cases
- ☐ Coordinate special projects
- ☐ Handle more difficult or complex cases

**Requirements**

- ☐ Satisfactory and current evaluation
- ☐ 3years (cumulative) as a DPO III in San Mateo County
- ☐ Willingness to transfer to any location or assignment within the Department
- ☐ Ability to perform the above duties

**Selection Criteria**

Annually, from January 1st to January 15th, interested DPO III's meeting the above requirements will submit an application. The application will be reviewed to screen out applicants who do not meet the 4 above requirements by the Chief Probation Officer or their designee. The remaining applicants will be ranked on the following basis:

- ☐ (1) point for every assignment while a DPO III. In order to receive a point, you must have spent at least two years in the assignment. The TRU unit will be considered one assignment for this purpose.
- ☐ (2) points for each acting supervisory assignment in the Probation Department lasting for one month or longer. (1) point for each acting Senior DPO assignment lasting one month or longer.
- ☐ (3) points for a relevant advanced degree and (1) point for a non-relevant advanced degree.
- ☐ (1) point for each formal training course connected to your employment with the San Mateo County Probation Department that you have facilitated, up to a maximum of 5 points.
- ☐ (1) point for each instance of demonstrated leadership connected to your employment with the San Mateo County Probation Department (serving as a Union Official, special project participation, etc.), up to a maximum of 5 points.
- ☐ (1) point for bilingual skills.

The names of all qualified applicants will be sent to the Chief Probation Officer in rank order. PDA

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will be sent a copy of the ranking materials by February 15th annually. Employees only have to resubmit an application annually if they believe their points should change from the prior years.

When a Senior DPO vacancy occurs a letter of notice will first be sent to all current Senior DPOs. Senior DPOs are eligible to submit a letter of interest in the vacancy if they have been in their assignment for at least three (3) years. The remaining vacancy will be filled using the Senior DPO candidate list. A letter of notice will be sent to **all** of the applicants on the list. Then, the top 4 ranked interested applicants will talk to the Deputy Chief and PSM of the unit to learn more about the position. The Deputy Chief will determine who would be the best fit for the current vacancy.

Should the Deputy Chief Probation Officer not select any of the top 4 candidates, written reasons for non-selection will be provided to the applicants. Managers will assist any of the candidates who are not selected in preparing career development plans to overcome any problem areas which led to their non-selection. A candidate may decline an appointment without prejudicing his/her availability for future vacancies.

If none of the Deputy Probation Officer IIIs on the Senior DPO list have requested an assignment to the announced opening, the Probation Department will notify PDA of the lack of response to the announced opening. With the consent of PDA, the department may pick any San Mateo County DPO III who requests the assignment to the opening in question. If no DPO III requests the assignment, the Probation Department may offer the position to any DPO II who requests the assignment. The individual who accepts this assignment will receive the same compensation and assume the same duties as a Senior DPO for 12 months (26 pay periods). After 12 months, the position will again be opened to Senior DPOs and to DPO IIIs on the Senior DPO list. If once again, no Senior DPO or DPO III on the Senior DPO list requests the assignment, the Probation Department may repeat the process outlined in this agreement to fill the position.

If a Senior DPO cannot fulfill the duties of their assignment, because they are not performing up to standard, it needs to be accurately documented in the annual evaluation and the employee will have a year to bring their work up to satisfactory or else they will lose their Senior DPO assignment and differential. If you are removed, or if you voluntarily remove yourself, from a Senior DPO assignment, you must re-apply at the next application period in order to be placed back on the Senior DPO list.

**Acting Senior DPO**

If a Senior DPO position is vacant for less than 45 days and management determines that it should be filled temporarily, management will select a DPO III from that unit who is currently on the Senior DPO candidate list as a first option. If no DPO III from that unit is on the Senior DPO candidate list, then a then a qualified DPO III from that unit will be selected. If a Senior DPO position is vacant, or anticipated to be vacant, for more than 45 days, the Senior DPO candidate list will be utilized to fill the temporary vacancy.

**Transfer Policy**

Senior Deputy Probation Officers may ask for a transfer utilizing the department transfer policy after they have served three years in a Senior DPO assignment. The Department will make an effort to accommodate the person's request for transfer, balancing the request with the needs of the Department.

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If a transfer request is denied, the employee will be notified of the justification in writing. After 20 years of service, a Senior DPO can stay in their assignment unless they request to transfer to a new assignment.

**Lead Instructor Assignment- Training Unit**

In addition to the above, the Chief Probation Officer may assign employees in the classification of Deputy Probation Officer III and Group Supervisor II or III to act as Lead Instructors. Such employees shall be paid one salary step above their current salary for all paid hours, in recognition of the Lead Instructor assignment.

In addition to their regular responsibilities, employees assigned as the Lead Instructors will be responsible for developing, preparing, coordinating and delivering formalized training. Employees in this assignment may have a reduced caseload to allow for this additional responsibility.

The selection process for the Lead Instructor assignments will be developed by the Chief Probation Officer and will be entirely separate and apart from the other Senior Deputy Probation Officer assignments and selection process. The County shall present the selection process to the Joint Labor Management Committee and invite feedback.

**Assistant Trainer Pay**

Deputy Probation Officers and Group Supervisors assigned to present formal training courses as Assistant Trainers shall be paid at the hourly equivalent rate of one step in addition to all other compensation. Such compensation shall be paid only while the individual is actually conducting one of the following formal training courses:

- Emergency Response Team (ERT) (3 Courses in the series)
- Defensive Tactics (DT)
- Trauma Informed Care
- LGBT
- Firearms (4 courses in the series)
- Chemical Agents
- Taser
- PREA
- Radio Protocol
- CAIS/JAIS
- Peer Support

The Chief Probation Officer shall give advance notice to the Union and the opportunity to meet and confer over changes to the identified training courses subject to Assistant Trainer Pay.

Employees assigned to present formal firearm and use-of-force (e.g., Defensive Tactics, Tasers) training courses shall receive Assistant Trainer Pay for up to four (4) hours per scheduled training, subject to approval of the Deputy Chief assigned to overseeing the use of force program. Employees assigned to present other formal training courses listed above who require preparation time shall not receive pay for preparation time, but may work with their supervisor to adjust their workload.

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Assistant Trainer Pay shall not be applicable to employees receiving the Lead Instructor Differential.

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February 7, 2003

David H. Anderson  
President, Probation & Detention Association

Dear Dave:

I want to confirm my commitment to provide opportunities for Group Supervisors to promote into the Deputy Probation Officer job series. To further this goal, I encourage and support the following steps:

- ☐ Discussing with PDA leadership the need to use closed promotional exams on a case by case basis to ensure that a sufficient advancement opportunities exist for group supervisors.
- ☐ Aggressively recruiting bilingual individuals for Group Supervisor position to increase the pool of internal bilingual candidates for DPO vacancies.
- ☐ Continual analysis of DPO recruitments to determine if Group Supervisors are successful in competing for DPO vacancies.
- ☐ Providing career development counseling and assistance to Group Supervisors who indicate an interest in advancement to the DPO position.

Dave, I appreciate the continued support and interest which PDA has demonstrated in career advancement for Group Supervisors and want to assert my strong support of this same goal. I am available to continue to meet with you at any time you perceive obstacles to Group Supervisor advancement. I am confident that, by working together, we can clearly identify and address any such obstacles which may arise.

Sincerely,

Loren Buddress  
Chief Probation Officer

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Attached is the Probation Department Transfer Policy. The parties agree that application and interpretation of this policy is subject to the negotiated grievance process. The parties further agree that the Department retains the right to amend, suspend or terminate this policy in accordance with the provisions set forth in the attached policy. The parties agree that, prior to implementing any decision to amend, suspend or terminate this policy, the Department will meet and confer in good faith with PDA about the proposed change.

Dated:\_\_\_\_\_

\_\_\_\_\_  
Probation Department

\_\_\_\_\_  
Probation & Detention Association

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**DEPARTMENTAL TRANSFER POLICY  
DEPARTMENT TRANSFERS/INITIATED BY STAFF**

**POLICY**

All Department staff are encouraged to increase their professional developmental and job satisfaction through transfer or reassignment to other functions consistent with the needs of the Department, the courts and clients. This includes inter-service and intra-service reassignments and transfers. By this policy, it is not the intent of the Chief Probation Officer to mandatorily or arbitrarily invoke a system of periodic individual or group transfers or reassignments throughout the Department.

**EXEMPTION**

Deputy Probation Officers within their first four years of employment and Group Supervisors within their first two years of employment are exempted from this policy for purposes of training and development within their job classification. The term of assignment commences upon the date assignment is made.

**DEFINITIONS**

Reassignment is the designation of an employee to perform specific tasks within the same work site consistent with agency expectations and does not involve relocation to another district and/or geographical location. Reassignment also refers to change in service assignment, ~~i.e.~~e.g., Investigation to Supervision, Adult to Juvenile.

Transfer is the designation of an employee to physically relocate from one work site to another work site in a different district.

Voluntary refers to a transfer based on employee request or concurrence.

Vacancy is a vacant position without an incumbent. This normally occurs by the retirement, resignation or termination of the incumbent or by the initiation of a new program.

**GUIDELINES**

1. Staff at any level may request transfer to any position within the Department for which current employment classification qualifies him/her. Those requesting transfer may identify the position(s) in which they have an interest.
2. Each Deputy Chief Probation Officer shall establish a list of transfer or reassignment requests to him/her. These requests will be considered annually whether or not a vacancy exists.
  - a. All requests will be reviewed by the Deputy Chiefs involved.
  - b. Transfer and reassignment requests must be submitted by the last work day of the calendar year to be included for the annual January transfer consideration. Every effort will be made to implement transfers on March 1.
3. The Department will make an effort to accommodate the person's request for transfer and will take note of requests for reassignment.
4. The Department will make an effort to accommodate the involuntarily-transferred person's request for future transfer by giving him/her first consideration when he/she qualifies for another transfer.



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**REQUIREMENTS**

Staff requesting transfer must have:

- ~~(1)~~1. Two years of continuous work in their present assignment if they are in a Probation Officer category. Because of the nature of the Group Supervisor position, they must have at least one year of continuous work in that present assignment.
- ~~(2)~~2. A standard, or better, performance evaluation in present assignment.

**PROCEDURES**

- ~~111.~~111. Staff are encouraged to submit a request for transfer or reassignment when they have determined that they are interested in a different job experience. When you desire a transfer or reassignment and meet the requirements, you are responsible to initiate discussion to any location within the Department having positions comparable to yours.
- ~~122.~~122. Submit your request for transfer or reassignment in writing using the department form. Direct your request to the Deputy Chief of the service to which you wish to transfer. Send a copy to your present Deputy Chief(s) through the chain of command. State your reasons for request for transfer; briefly outline work experience and qualities you feel you have which will help in your new assignment.
- ~~133.~~133. The Deputy Chief(s) involved will place the person's name on a list of those interested in transferring to be acted upon when a need exists.
- ~~144.~~144. Submit a written request for reassignment only to your Deputy Chief through the chain of command.
- ~~155.~~155. When a need exists, and there are inter-service requests involved, the Deputy Chief shall notify other Deputy Chiefs having staff on the transfer list. In inter-service transfers, the Supervisor will be asked to update the person's personnel file, including an updated evaluation of work performance. The receiving Deputy Chief will consider all persons on the transfer and reassignment lists when filling the need.
- ~~166.~~166. When a vacancy occurs by departure of a staff member, the Deputy Chief of the Service will first review transfer and reassignment applications on file. If no relevant applications are on file, the Deputy Chief will publish the opening for voluntary requests, and, if the position cannot be filled by a new hire, the Deputy Chief will proceed to fill the position through the involuntary transfer policy.
- ~~177.~~177. When a vacancy occurs as the result of the creation of a new program, the Deputy Chief will publish the opening(s) for voluntary transfer or reassignment. If there are no voluntary requests, the policy of involuntary transfers will be used if the position cannot be filled by a new hire.
- ~~188.~~188. If a request is for transfer to an assignment currently filled, the request will be honored as soon as management concludes that it can be accomplished. All parties will be notified of request status on a regular basis. The person must qualify for the desired assignment. The current occupant of the position must have been in that assignment three years, if it is a Probation Officer position, or two years, if it is a Group Supervisor position. The needs of the agency must be met, and other factors will be considered.
- ~~199.~~199. The need for an involuntary transfer will be clarified by the Chief Probation Officer or designee in writing and communicated to the Union prior to implementation. If the current occupant is "involuntarily displaced" by transfer, that person shall be given first consideration with he/she qualifies for another transfer.
- ~~2010.~~2010. If a request is not granted, the Deputy Chief making the decision will respond to the person who submitted the request. The person may withdraw his/her name from further consideration.

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**FACTORS TO BE CONSIDERED**

The following listed factors are not a prioritized ranking. In cases where factors being considered are relatively equal in most respects, then seniority will be heavily weighted:

- (13)• Service needs to Court, client and community.
- (14)• Administrative mandates.
- (15)• Professional growth and development.
- (16)• Preference of staff involved.
- (17)• Length of time in and nature of current assignment.
- (18)• Seniority as determined by total, continuous department service.

**DEPARTMENTAL TRANSFERS/INITIATED BY MANAGEMENT**

**POLICY**

All Departmental staff are subject to transfer or reassignment consistent with the needs of the Department and clients and to increase professional development and job satisfaction. Involuntary transfers will be used infrequently and usually after seeking volunteers. By this policy, it is not the intent of the Chief Probation Officer to mandatorily or arbitrarily invoke a system of periodic individual or group transfers or reassignments throughout the Department.

**EXEMPTION**

Two employee categories are exempted from the involuntary transfer policy as follows:

- 301. An incumbent with less than three years in an assignment will not normally be involuntarily displaced unless the needs of the Department dictate otherwise and/or circumstances exist where the nature of the assignment requires special knowledge, skills and competence. Newer employees are not normally expected to backfill key assignments which require special knowledge skills and competence.
- 312. Employees with twenty years of continuous service in the Department are exempted from involuntary geographical transfer, ~~provided that they held three or more various assignments during prior years' service and~~ provided that no more than 75% of staff within their work unit come under this exemption.

The requirement of three or more various assignments shall apply only to persons hired after January 1, 1985. Total Departmental seniority will apply to circumstances wherein more than 75% of unit staff are exempted.

**FACTORS TO BE CONSIDERED**

The following listed factors are not a prioritized ranking. In cases where factors being considered are relatively equal in most respects, then seniority will be heavily weighted:

- (1)• Efficient management of Departmental workload.
- (19)• Service needs to Court, client and community.
- (20)• Fiscal constraints.
- (21)• Equal Employment Opportunity

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- (22)• Professional growth and development.
- (23)• Special Skills.
- (24)• Length of time in and nature of current assignment.
- (25)• Seniority as determined by total, continuous department service.
- (26)• Legislative requirements.

In any circumstance which may dictate agency need to invoke involuntary transfer, those staff who do not come under exemption will be considered. Longevity in assignment will be a primary factor.

**EXCEPTIONS**

Because of Departmental needs, it may be necessary to modify the above requirements. Such exceptions should occur infrequently and for good cause only. Should such a modification of the above factors be necessary, it will be communicated to the parties involved prior to implementation of the planned transfer, and the Union will be advised. In the event of extreme disaster, severe budget restrictions and/or reductions in staffing, all exemptions and exceptions set forth in this policy statement are withdrawn and removed.

Contents of this policy statement will not apply to shift assignment or units within Institution Services and shall be applicable only to geographical transfer for staff in the Group Supervisor series.

Revised 2/4/91

RMB:as

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**SIDE LETTER RE: GROUP SUPERVISOR PAY**

This side letter agreement between County of San Mateo (hereinafter referred to as the “County”) and the Probation Detention Association (hereinafter referred to as the “Association”) (hereinafter collectively referred to as the “parties”) shall confirm certain understandings reached in negotiations for a Memorandum of Understanding.

The County agrees to review the salary and conduct a market analysis for the Group Supervisors in May 2018 incorporating the parties’ negotiated May 2018 COLA. Upon completion of the review, the County shall provide data to the Association regarding its findings. If the Group Supervisor maximum salary is found to be below the mean of the County’s comparable agencies (Alameda, Contra Costa, San Francisco and Santa Clara Counties), the Group Supervisor salary shall be adjusted to the mean effective the first full pay period in May 2018. Salaries shall not be reduced as a result of this survey.

The foregoing is in accordance with the parties’ understanding.

APPROVED AND ACCEPTED:

FOR THE COUNTY

FOR THE ASSOCIATION

\_\_\_\_\_

Date:

Date:

**TENTATIVE AGREEMENT BETWEEN  
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**SIDE LETTER RE: OFFICER OF THE DAY PAY**

This side letter agreement between County of San Mateo (hereinafter referred to as the “County”) and the Probation Detention Association (hereinafter referred to as the “Association”) (hereinafter collectively referred to as the “parties”) shall confirm certain understandings reached in negotiations for a Memorandum of Understanding.

Effective the first full pay period following Board approval of a successor MOU between the parties and for a period of three (3) months thereafter, Group Supervisors temporarily assigned to Officer of the Day shall be paid one-half step (two and eighty seven one-hundredths percent (2.87%) for the hours assigned to Officer of the Day only. At the end of the above-described three month period, Officer of the Day pay shall cease, unless otherwise agreed to by the parties.

Employees shall not be eligible to simultaneously receive Officer of the Day pay and Work-Out-of-Classification pay as an Institutional Services Manager.

During the above-described three (3) month period, the parties shall establish a committee to meet and discuss the frequency, circumstances and compensation for assignment of Officer of the Day to Group Supervisors. The goal of the committee is to determine whether the Officer of the Day assignment is being appropriately assigned and whether additional compensation on an ongoing basis is suitable given the needs of the department.

The foregoing is in accordance with the parties’ understanding.

APPROVED AND ACCEPTED:

FOR THE COUNTY

FOR THE ASSOCIATION

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
PROBATION AND DETENTION ASSOCIATION (PDA)  
RE: SUCCESSOR MOU**

**NON-MOU AGREEMENT: TUITION REIMBURSEMENT**

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a 3-unit class, and \$325 for a class of less than 3 units.

The County will reimburse up to fifty dollars (\$50.00) per course for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program.