

**TENTATIVE AGREEMENT  
BETWEEN SAN MATEO COUNTY  
AND PROBATION AND DETENTION ASSOCIATION  
RE: 2019 SUCCESSOR MOU NEGOTIATIONS**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Probation and Detention Association (hereinafter called "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 ratification and approval, this Agreement will amend the MOU between the parties dated May 22, 2016 – May 19, 2019.

The amended MOU shall supersede all other Memorandums of Understanding and agreements between the parties. Language in the MOU between the parties 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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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 the County of San Mateo.

FOR THE COUNTY



Date: June 11, 2019

FOR THE ASSOCIATION



Date: 06/11/2019

# **Memorandum of Understanding**

**between**

**County of San Mateo**

**and**

**Probation and Detention Association  
(PDA)**

\* \* \*

~~May 22, 2016 — May 19, 2019~~ May 20, 2019 - May 28, 2022

**PROBATION AND DETENTION ASSOCIATION (PDA)**  
**Memorandum of Understanding**

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## MEMORANDUM OF UNDERSTANDING

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 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 22, 2016~~ May 20, 2019, and ending ~~May 19, 2016~~ May 28, 2022.

### Section 1. Recognition

The San Mateo County Probation and Detention Association, hereinafter referred to as "PDA", is the recognized employee organization for the Probation and Detention Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

### Section 2. Association Security

#### 2.1 Payroll Deduction

PDA may have members' dues deducted from their paychecks under the County Controller's procedures. Deductions shall be made only upon certification from the Union that an employee has authorized such deduction on the employee's signed authorization on a form furnished by the County and shall continue until 1) ~~the employee revokes the authorization such certification is revoked~~ in writing, by the Union or 2) ~~the employee transfers to unit another-represented unit by another employee organization or transfers to another unit that is unrepresented.~~ Employees may also authorize dues deduction for the California Probation, Parole and Correctional Association, but deduction may not be authorized for any other organization.

Not more than once per week (preferably bi-weekly on non-payroll Fridays), the PDA will send a list of changes to its member listing by email to the Controller's Office at payroll@smcgov.org with the following Certification statement:

- o "I, NAME, TITLE, hereby certify that PDA possesses and will maintain an authorization (for dues deductions and/or voluntary political contribution deductions, as indicated) signed by the individuals on this list from whose salary or wages the deductions is to be made."

Certified spreadsheets that arrive by the non-payday Friday will be processed for the following week's payroll.

#### 2.2 Forfeiture of Deduction

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 Council dues required by this Section, no such deduction shall be made for the current pay period.

#### 2.23 Indemnification

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 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.

2.34 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, members shall have the right to withdraw membership by discontinuing dues deduction. The employee shall communicate the withdrawal in writing to ~~the Controller~~ PDA 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.~~

2.4 Agency Shop

~~A.~~

2.5 PDA agrees that it has a duty to provide fair and nondiscriminatory representation to all unit employees regardless of whether they are members of the Union.

~~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~~

~~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, 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.~~
- ~~E. — 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.~~
- ~~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. ~~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.~~

2.65 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 ~~Employee Relations~~ the Human Resources Director. If the Association violates the terms of this provision, the County may take such action it deems appropriate, to the extent authorized by law. ~~Any representative of the Union~~ PDA representatives shall give notice to the employees' department head or designee at least twenty-four (24) hours in advance ~~of when~~ contacting departmental employees during an employee's 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.

2.76 Use of County Buildings

County buildings and facilities may be made available for use by employees or PDA representatives in accordance with such administrative procedures as may be established by the County Manager or department head concerned.

2.87 Advance Notice

Except in cases of emergency as provided below, PDA, if affected, shall be given reasonable advance written notice of any new or change to an existing ordinances, resolution, rule or regulation ~~directly relating to matters~~ within the scope of representation proposed to be adopted by the County and shall upon request, 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.

2.9 New Employee Orientation

The County and the Union shall continue to work on best practices to ensure labor access to new employees for the purpose of educating them on their representation opportunities. Toward that goal, the County shall administer an opportunity for the PDA to meet with new employees as follows:



All new employees are encouraged to attend the first new employee orientation following the commencement of their employment. New employee orientation is scheduled for every other Monday, and the PDA shall have up to thirty (30) minutes at the end of each new employee benefits orientation session to provide information regarding its organization to represented employees and members. One steward may be granted release time for this purpose.

For employees who do not attend a new employee orientation within the first month of their employment, the PDA may schedule, at the new employee's supervisor's discretion, up to thirty (30) minutes with each employee to meet directly with them to provide information. Release Time requested for this activity will be reviewed and approved by Director of Human Resources under normal Release Time processes.

#### 2.108 Employee Roster

The County shall supply PDA, at no cost, a monthly electronic and sortable list report of the names and classifications of all employees represented by PDA, indicating whether PDA dues are being withheld from their pay checks as of the date the report was prepared, whether names were added to or deleted from the previous reports, and whether each such change in status was due to any type of leave of absence, termination or withdrawal from the PDA. Social Security numbers will be provided for PDA members only.

#### 2.119 The County shall notify the PDA of employees who are on an unpaid leave of absence status in excess of twenty-eight (28) days.

### Section 3. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, legitimate union 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. 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 4. PDA Representatives

#### 4.1 Attendance at Meetings

County employees who are official PDA representatives shall be given reasonable time off with pay, including reasonable travel time, to:

- A. Formally meet and confer or consult with management representatives on matters within the scope of representation;
- B. To ~~or to~~ be present at hearings where matters within the scope of representation are being considered;
- C. To testify or appear as the designated representative of the Association in settlement conferences, hearings, or other proceedings before the Public Employment Relations Board, in matters related to unfair practice charges; or
- D. To testify or appear as the designated representative of the Association in matters before the Civil Service Commission or grievance arbitration.

The use of official time for these purposes shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such r~~R~~epresentatives shall



submit ~~written~~ requests ~~for excused absences to the Human Resources Director to Employee Relations~~ at least two (2) working days ~~prior to the scheduled meeting in advance~~ whenever possible. Except by agreement with ~~the Human Resources Director, Employee Relations~~ the number of employees excused for such purposes shall not exceed ~~three (3)~~ four (4) individuals at any one time. If any employee's request is not approved, disapproval shall be subject to appeal to the County Manager whose decision shall be final.

#### 4.2 Handling of Grievances

PDA shall designate a reasonable number of representatives to assist in resolving grievances depending on geographical locations, hours of employment, and departmental organizational structure, notifying ~~the Human Resources Director~~ ~~Employee Relations~~ of the individuals designated. Alternates may be designated to perform such functions during the absence or unavailability of the designees. Representatives may be relieved from work duties by their supervisors to investigate and process grievances initiated by other employees within the same ~~work area or~~ representation unit. Release time requests shall not be denied unreasonably. Representatives shall promptly report to PDA any grievances which may arise and cannot be adjusted on the job. Supervisory employees shall not represent non-supervisory employees in grievances. Neither a representative nor PDA shall order any changes, and no change shall be made except with the consent of the department head.

### 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 for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to County employment.

As reflected in the Exhibits, salaries shall be adjusted as follows:

Effective the first, full pay period following Board of Supervisors' approval of a successor MOU, there shall be a three percent (3%) cost of living adjustment, plus a one percent (1%) equity adjustment (for a total adjustment of four percent (4%)) for all represented classifications.

Effective the last pay period that falls partially in May 2020, there shall be a three percent (3%) cost of living adjustment, plus a one percent (1%) equity adjustment (for a total adjustment of four percent (4%)) for all represented classifications.

Effective the last pay period that falls partially in May 2021, there shall be a three percent (3%) cost of living adjustment, plus a one percent (1%) equity adjustment (for a total adjustment of four percent (4%)) for all represented classifications.

#### A. — Cost of Living Adjustments

~~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%).~~

- 5.2 Except as herein otherwise provided, the entrance salary for employees entering County service shall be the minimum salary for the class to which appointed. When warranted, the Human Resources Director, with the department head's recommendation, may approve an entrance salary, which is more than the minimum salary. The Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which the employee is appointed unless such salary is designated as a Y rate by the Board of Supervisors.
- 5.3 Permanent and probationary employees in regular established positions shall be considered on their salary anniversary date for advancement to the next step in the salary schedule for their classes as follows. A step shall be defined as 5.74% and all references to a "step" in this agreement are understood to equate to 5.74%. All increases shall be effective at the beginning of the next full pay period.
- A. After completion of one thousand forty (1040) regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of two thousand eighty (2080) regular hours of satisfactory service.
- B. After the completion of two thousand eighty (2080) regular hours of satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- C. When recommended by the appointing authority and approved by the Human Resources Director, employees may receive special merit increases at intervals other than those specified in this section. The Director's decision shall be final.
- D. If an employee completes the one thousand forty (1040) or two thousand eighty (2080) hours in the middle of a pay period, the employee shall be eligible for an increase as follows:
1. if the merit increase period is completed during the first week of a pay period the increase will be made effective the start of the then current pay period.
  2. if the merit increase period is completed during the second week of a pay period the increase will be made effective the start of the next pay period.



- 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.

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.

5.5 Salary Step When Salary Range Is Revised

When the salary range for a class is revised, incumbents in positions to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided by the Board of Supervisors.

5.6 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a base salary equal to, or greater than the minimum base rate for the higher class, that employee shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate ~~he/she/they~~ has been receiving except that the next step shall not exceed the maximum salary of the higher class. If an employee is demoted, voluntarily or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Director whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the classification and designate such rate of pay as a Y rate.

- 5.7 Should the County determine that recruitment and retention of employees in the unit is directly impacted by salary and benefit levels outlined in this MOU, the County may at its



sole discretion increase such salary and benefit levels after discussing such increases with PDA.

5.8 Reclassification of Position

An employee reclassified to a lower class shall have the right of either (1) transferring to a vacant position in ~~his/her~~their present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

5.9 "Y" Rate Process

Employees reclassified downward shall continue in their present salary range, with cost of living adjustments, for two years, at which point their salary shall be frozen ("Y"-rated) until the salary assigned to the lower class equals or exceeds the "Y" rate. These "Y" rate provisions shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

5.10 Longevity Pay

Effective the pay period following the Board of Supervisors' approval of a successor MOU in 2019, general and safety longevity pay provided in Section 37 of the 2016-2019 MOU shall cease.

Beginning the first full pay period following Board of Supervisors' approval of a successor MOU in 2019, longevity pay shall be phased in over the term of this Agreement as described in this Section.

Phased-in, incremental increases to longevity pay will be timed to coincide with COLA increases, as follows:

<u>Years of Service (Hours) Completed</u>	<u>Pay Period following BOS Approval</u>	<u>May 2020</u>	<u>May 2021</u>
<u>Five years (10,400 hours)</u>	<u>0.5%</u>	<u>+0.5% for a total of 1%</u>	
<u>Ten years (20,800 hours)</u>	<u>1.5%</u>	<u>+1% for a total of 2.5%</u>	
<u>Twenty years (41,600 hours)</u>	<u>2%</u>	<u>+2% for a total of 4%</u>	
<u>Twenty-five years (52,000 hours)</u>	<u>2%</u>	<u>+2% for a total of 4%</u>	<u>+2% for a total of 6%</u>

Effective the last pay period that falls partially in May 2021, longevity pay shall be paid as follows:

- A. One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- B. An additional one and one-half percent (1.5%) of base salary (for a total of two and one half percent (2.5%)) after the equivalent of ten (10) years of full time County service

(20,800 hours)

C. An additional one and one-half percent (1.5%) of base salary (for a total of four percent (4%)) after the equivalent of twenty (20) years of full time County service (41,600 hours)

D. An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of full time County service (52,000 hours).

#### Section 6. Days and Hours of Work

The standard work week for employees occupying full-time positions consists of 40 hours unless otherwise specified by the Board of Supervisors. Except as provided below, the regular workweek shall consist of forty (40) hours within a seven (7) day workweek which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.

For employees working a 9/80 work schedule (with a regular day off every other week), each employee's designated work week shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

#### Section 7. Overtime

##### 7.1 Authorization

All compensable overtime must be authorized by the appointing authority or ~~his/her~~their 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.

##### 7.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of the forty (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. In determining eligibility for overtime compensation any absence with pay shall be considered time worked.

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 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.



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 federal ruling, be exempted from the Fair Labor Standards Act, the County shall then revert to the base rate for the computation of overtime.

#### 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)~~ninety-six (96) 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

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

~~(2)~~ Notwithstanding ~~the~~ paragraph ~~(1)~~ above, the monthly shift differential pay for full-time employees shall be at least \$35.00 above the employee's base pay, to be prorated for part-time employees.

8.2 Effective as soon as possible but no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, Full-time employees who are regularly assigned by a supervisor to work a shift of eight (8) hours or more that and are working a shift which starts between 2:00 p.m. 11:59 a.m. and 5:00 a.m. before 1:01 a.m. shall be paid at shift differential rates for all hours worked during such shift. To be eligible for shift differential, such shifts must be approved by the Department Head or designee. Time



worked on a flexible schedule requested by the employee and approved by the supervisor shall not be eligible for shift differential.

- 8.3 ~~Full-time employees assigned to and working a shift of eight hours or more which starts at or before 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.~~

8.4 — Application of Differential

Employees who have been regularly working a shift described in Section 8.2~~4~~ or 8.2 above for thirty (30) or more days immediately preceding a paid holiday, or the commencement of a vacation, or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of an employee on a rotating shift shall include the differential such employee would have received had he/she been working during such period.

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 in 2019, employees shall be paid an hourly rate of ~~four dollars and twenty cents (\$4.20)~~five dollars and forty cents (\$5.40) 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 respond to issues remotely while "on call" shall be paid the applicable rate of pay, in accordance with this MOU, for all time spent responding remotely, and for corresponding record-keeping that is required by a supervisor to be completed while off-duty.

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

Section 10. Layoff and Re-Employment

10.1 Notice of Layoff

The department head will give at least 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:

- A. \_\_\_\_\_ (1) — Extra help or seasonal
- B. \_\_\_\_\_ (2) — Temporary
- C. \_\_\_\_\_ (3) — Provisional
- D. \_\_\_\_\_ (4) — Probationary



### Seniority

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:

A. (1) — The following shall count as County service:

a1. Time spent on military leave,

b2. ~~leaves~~ Leave to accept temporary employment of less than one (1) year outside the County government, and

e3. ~~leave~~ Leave to accept a position in the unclassified service ~~shall count as County service.~~

B. (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.

C. (3) — Time worked in an extra help status shall not count as County service.

D. (4) — Time worked in permanent, probationary, provisional, or temporary status shall count as County service. Part-time status shall count at the rate of one (1) year of continuous employment for each two thousand eighty 2080 straight-time hours worked.

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

### 10.3 Procedures

A. (1) — Employees laid off 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. (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.

C. (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/they~~ possesses the necessary skills and fitness.

D. (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/they~~ 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.

E. ~~(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.

F. ~~(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 ten percent (10.0%) higher.

G. ~~(7)~~ — Part time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.

#### 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~~ification~~ shall consist of the names of ~~current employees~~ and former employees having probationary or permanent status who were laid off or whose positions were ~~reclassified allocated 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~~their assigned classification in ~~his/her~~their assigned department.

10.6 In the event that an employee's position is abolished and ~~he/she is~~they are 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 and fifty percent (50%) of the cash value of ~~his/her~~their unused sick leave; provided that ~~he/she~~they shall be eligible for reimbursement only if ~~he/she~~they remains in the service of the County until ~~his/her~~their 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 six (6) months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions;
- ~~1.A.~~ The employee has not refused a County job offer.
  - ~~2.B.~~ The employee is unemployed.
  - ~~3.C.~~ The employee continues to pay their share of the premium.

#### Section 11. Holidays

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

11.2 The holidays in this County are:

- ~~(1)~~ January 1 ..... (New Years Day)
- ~~(2)~~ Third Monday in January ..... (Martin Luther King, Jr.'s Birthday)
- ~~(3)~~ ~~February 12 \*~~ ..... ~~(Lincoln's Birthday)\*~~
- ~~(4)~~ Third Monday in February ..... (Washington's Birthday)
- ~~(5)~~ Last Monday in May ..... (Memorial Day)
- ~~(6)~~ July 4 ..... (Independence Day)
- ~~(7)~~ First Monday in September ..... (Labor Day)
- ~~(8)~~ Second Monday in October ..... (Columbus Day)
- ~~(9)~~ November 11 ..... (Veterans Day)
- ~~(10)~~ Fourth Thursday in November ..... (Thanksgiving Day)
- ~~(11)~~ Friday following Thanksgiving Day
- ~~(12)~~ December 25 ..... (Christmas)

#### Floating Holiday (Accrued on February 12th)

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

~~\* Effective February 12, 2001, the Lincoln's Birthday holiday shall be eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on each February 12.~~

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

#### Winter Recess Days



- A. Effective in December 2019, December 2020, and December 2021, the County shall provide two (2) paid winter recess holidays (the equivalent of sixteen (16) hours for a full time employee) per year.
- B. For a two (2) day period designated by the County between December 26th and December 31st of each year during the term of this 2018 MOU, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing bargaining unit employees may move to minimum staffing levels and/or close business, depending on the needs of the department and the public served. Which departments and divisions will close or go to minimum staffing and which bargaining unit employees will be required to work is entirely within the discretion of the Appointing Authority or their designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.
- C. During the Winter Recess, regular full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the two-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- D. If either of the Winter Recess days falls on a day the employee is not regularly scheduled to work, or if an employee is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. "Winter Recess" exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday This equivalent time off is limited to sixteen (16) hours, with any time earned in excess of thirty-two (32) hours forfeited. If an employee leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay. Employees working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.
- E. Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

- 11.3 If one of the holidays listed above falls on a Sunday~~and the employee is not regularly scheduled to work that day, the employee's first regularly scheduled workday following,~~ the holiday ~~shall be considered a holiday~~will be observed Monday.
- 11.4 If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to one hundred twenty (120) hours with any time earned in excess of one hundred twenty (120) hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.



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

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

#### Section 12. Election Days

The County does not intend to prohibit employees from being absent from work on election days if employees can charge time off to the floating holiday, accumulated vacation, or compensatory time. Every effort will be made to grant their requests unless the absences would be likely to create serious problems in rendering proper services to the public.

#### Section 13. Vacations

##### 13.1 Vacation Allowance

Employees, excluding extra help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules. Accruals shall be prorated for any employees, except extra help who work less than full time during a pay period.

Effective the first full pay period following Board approval of a successor MOU in 2019, vacation accrual shall be as follows:

- A.~~(4)~~ During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- B.~~(2)~~ After the completion of five (5) years of continuous service, vacation will be accrued at the rate of ~~4.95~~ hours per biweekly pay period worked.
- C.~~(3)~~ After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of ~~5.96~~ hours per biweekly pay period worked.
- D.~~(4)~~ After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of ~~6.57~~ hours per biweekly pay period worked.
- E.~~(5)~~ After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of ~~6.88~~ hours per biweekly pay period worked.
- F.~~(6)~~ After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of ~~7.49~~ hours per biweekly pay period worked.

~~G.(7)~~ No employee will be allowed to carry an accumulation of more than fifty-two (52) biweekly pay periods' vacation accrual at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation earned in excess of the maximum allowed.

~~H.(8)~~ No vacation will be permitted prior to the completion of thirteen (13) full biweekly pay periods of continuous service.

~~I.(9)~~ Vacation may be used in increments of (six) 6 minutes.

~~J.(10)~~ Extra help do not accrue vacation credits, except that the service in an extra help capacity may be included with service in a regular established position in computing vacation allowance for purposes of this Section. Such service in an extra help capacity may not be included if it preceded a period of over twenty-eight (28) days during which the employee was not in a pay status.

### 13.2 Vacation Schedule

The time at which employees are granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be given consideration in scheduling vacations and in giving preference as to vacation time.

### 13.3 Vacation Allowance for Separated Employees

When an employee is separated from County service any remaining vacation allowance shall be added to the final compensation.

### 13.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 32.

## Section 14. Sick Leave

### 14.1 Accrual

All employees, except extra help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any employees, except extra help, who work less than full time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

### 14.2 Usage

~~Sick leave is accrued paid leave from work that can be used for any of the following purposes: Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:~~

~~A.(4) Diagnosis, care, or treatment of Sick leave may be used for an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates him/her from the 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. Use of accrued sick leave may run concurrently with applicable statutory leaves, which as Family Medical Leave, 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.~~

~~B. (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 preventative care or required medical or dental care or consultation.~~

~~C. The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, or an immediate family member who is ill. For the purpose of this subsection of Section 14.2, "immediate family member" means parent, spouse, domestic partner (defined as registered domestic partner under California Family Code §297), son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren.~~

~~D. (34) — The employee's preparation for or attendance at the funeral of a member of ~~the~~is or her immediate family. For the purpose of preparation for or attendance at a funeral, immediate family member 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 (3) 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~~five (5) days if travel is required.~~

~~B.E. The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to six (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.~~

Sick leave used concurrently with CFRA leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

~~F. An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of his or her annual sick leave allotment to:~~

- ~~1. Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety or welfare of the employee or his or her child; or~~
- ~~2. Obtain medical attention or psychological counseling; services from a shelter, program or crisis center; or participate in safety planning or other actions to increase safety.~~

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~~their supervisor as promptly as possible by telephone or other means. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

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

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 ~~twenty-eight~~ (28) consecutive calendar days in which an employee was not in a pay status.

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

14.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination that an employee is not capable of properly performing ~~his/her~~their duties, ~~he/she~~they may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

14.7 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

~~A.(1)~~ was hospitalized during the period for which sick leave is claimed, or,

~~B.(2)~~ received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or,

~~C.(3)~~ was preparing for or attending the funeral of a member of the immediate family.

To have sick leave considered in lieu of vacation the request and substantiation must be provided within ~~ten~~ (10) days of the employees' return to work.

14.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.



#### 14.9 Catastrophic Leave Program

##### A.(a) Purpose

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

##### B.(b) Program Eligibility

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

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

##### C.(c) Transferring Time

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

##### D.(d) Appeal Rights

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

The County shall address changes to the Catastrophic Leave policy through a County-wide process. The County will prepare a modified policy and present it to all labor organizations for comments at the Benefits Committee in 2019.

## Section 15. Leaves of Absence

### 15.1 General

A. Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same class, or equivalent class in the same department, as held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending a decision by that Board. Nothing in this Section 15 shall abridge an employee's rights under the Family and Medical Leave Act.

B. Total Period of Leave: Except for Disability Leaves as provided above and in Section 15.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

C. Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the employee's department head; however, leaves of absence of more than two (2) biweekly pay periods must also be approved by the Human Resources Director. Denial of requested leave in whole or in part at the department head level may be appealed by the employee to the Human Resources Director, whose decision shall be final.

### 15.2 Benefit Entitlement

To the extent consistent with applicable local, state and federal laws, employees on leaves of absence without pay in excess of two (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 or in accordance with legal requirements. The entitlement to payment of the County's portion of the premiums shall end on the last day of two (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 two (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 twenty-six (26) biweekly pay periods.

Where applicable, payment of the County's portion of the insurance premiums described in this Section 15.2 shall count toward fulfillment of statutory requirements for payment of the County's contributions toward health insurance under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL).



### 15.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight (28) consecutive calendar days, for ~~either~~: (1) a leave of absence for personal reasons; (2) a leave of absence on account of illness or injury not compensated through Worker's Compensation benefits; or (3) a leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights, or any seniority rights based on length of employment.

### 15.4 Job Incurred Disability Leave

#### ~~A.(1)~~ Job Incurred Disability Leave With Pay

~~1.(A)~~ Definition: Disability leave with pay is an employee's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.

~~2.(B)~~ Payment: Payment of disability leave shall be at the base pay of the employee and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.

~~3.(C)~~ Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave an employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach to the request a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

No job incurred disability leave with pay may be granted until after the State Compensation Insurance Fund or County's Workers' Compensation Adjustor has declared the illness or injury to be compensable under Worker's Compensation Law and has accepted liability on behalf of the County, or the Workers' Compensation Appeals Board has ordered benefits to be paid.

~~4.(D)~~ Length of Job Incurred Disability Leave With Pay: Except for Safety members of the Retirement System, eligible employees shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety (90) calendar days for any one illness or inquiry. Members of this unit who elect safety retirement and thereby become safety members, as defined in the Government Code and in determinations made by the San Mateo County Board of Retirement, may be found eligible for disability leave up to a maximum of twenty-six (26) biweekly pay periods. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.

#### ~~B.(2)~~ Job Incurred Disability Leave Without Pay

- 1.(A) Definition: Disability leave without pay is an employee's absence from duty without County pay because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled employee has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.
- 2.(B) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive disability leave without pay an eligible employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the appointing authority to evaluate the request. The employee must attach a physician's statement certifying to the nature, extent, and probable period of illness or disability.
- 3.(C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six (26) biweekly pay periods for any one injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed thirty-two (32) biweekly pay periods. However, Safety members of the Retirement System may be allowed a maximum of fifty-two (52) biweekly pay periods for any one (1) injury total disability leave. In the event an employee is disabled and is receiving Worker's Compensation benefits this leave may be extended as long as such disability continues.

#### 15.5 Leave of Absence Without Pay

- A.(+) 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 two (2) biweekly pay periods.
- B.(2) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence on account of illness or injury which are not job incurred may be granted for a maximum of twenty-six (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.
- C.(3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence on account of personal reasons may be granted for a maximum period of thirteen (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.



D.(4) 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 shall govern military leave of County employees.

#### 15.7 Absence Due to Required Attendance in Court

With the department head's approval, aAn employee shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena related to the employee's San Mateo County employment, or as directed by ~~direction of the~~ proper authority, in accordance with the following provisions:

1.A. Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on the 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, within fifteen (15) days of receipt, remit to the County Treasurer through the department head all fees received except those specifically allowed for mileage and expenses.

B. Attendance in Court in connection with an 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.

C. (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not a party.

D. Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

E. 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.

F. Prompt notification to one's supervisor is required within one business day of receipt of a subpoena or summons to appear.

#### 15.8 Absence Without Leave

A.(H) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

B.(2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for four (4) or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

#### 15.9 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay an employee must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The County may, after approval of an employee's application, grant leave of absence with pay for a maximum of sixty-five (65) working days during any fifty-two (52) biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least thirteen (13) biweekly pay periods of continuous service and who are not extra help, or temporary. Such leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above-described criteria.

The employee must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

#### 15.10 Bereavement Leave

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

In addition, employees may utilize accrued sick leave pursuant to Section 14.2, subsection (4).

### Section 16. Hospitalization and Medical Care

#### 16.1 Medical Insurance:

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



The County pays eighty-five percent (85%) of the total premium for Kaiser HMO, 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 PPO 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 County employees occupying permanent part-time positions, who work a minimum of forty ~~(40)~~, but less than sixty ~~(60)~~ hours in a biweekly pay period, the County will pay one-half ~~(1/2)~~ of the County contribution to hospital and medical care premiums described above. Employees will pay the remainder of the total premium.

For County employees occupying permanent part-time positions who work a minimum of sixty ~~(60)~~, but less than eighty ~~(80)~~ hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA), the County will pay eighty-five percent (85%) of the Kaiser High Deductible Health Plan (HDHP) or three-fourths ~~(3/4)~~ of the County contribution to the hospital and medical care ~~contributions-premiums~~ described above. Employees will pay the remaining 15% or 25%, as applicable, of the total premium.

~~16.3 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.~~

16.43 General ACA-Healthcare Legislation 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 or other healthcare legislation. Upon the County or PDA's request, the County and PDA shall reopen the issue of payment of any taxation assessed against employers in association with employer health insurance contributions (e.g., the excise tax referred to as "the Cadillac Tax" under the ACA), or other taxation resulting from future healthcare legislation.

16.5 Sick Leave Converted to Medical Insurance Premiums at Retirement:

Workers 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:

~~A.(4)~~ 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).

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.

Workers may increase the number of hours per month to be converted up to a maximum of fourteen (14) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours. 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).

~~B.(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.

- 16.6 Should a retired worker die while receiving benefits under this section, the worker's spouse and eligible dependents shall continue to receive coverage to the limits provided above.
- 16.7 The County will provide up to a maximum of 288.6 hours of sick leave (three (3) years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has one hundred (100) hours of sick leave at the time of retirement, the County will add another 188.6 hours of sick leave to his/her/their balance.
- 16.8 The surviving spouse of an active worker who dies may, if he/she/they elects a retirement allowance, convert the worker's accrued sick leave to the above specified limits, providing that the worker was age fifty-five (55) or over with at least twenty (20) years of continuous service.
- 16.9 Employees who retire after March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:
- With at least ten (10) but less than fifteen (15) years of service with the County of San Mateo – ninety-six (96) hours
  - With at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo – one hundred ninety two (192) hours
  - With twenty (20) or more years of service with the County of San Mateo – two hundred eighty-eight (288) hours



#### 16.10 Out of Area

Retirees who live in areas where neither Kaiser nor Blue Shield coverage is available, and who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected either:

~~A.1)~~ At the time of retirement, or

~~B.2)~~ During the annual open enrollment period for the County's health plans, provided the retiree has been continuously enrolled in one of the County's health plans at the time of the switch to this option.

Payment to the retiree will require the submission to the County of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to County payment of health premiums may also select the option of enrollment in an alternate health plan in the area of residence provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period rather than at the time of retirement s/he must have had continuous enrollment in a County-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County-offered health plan during a subsequent open enrollment period.

It is understood that the County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in this subsection 22.5. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

#### 16.11 Retiree Health Coverage Committee

Within the first six (6) months of this MOU and contingent upon the agreement of the majority of the major County labor groups to participate the County and Council shall form a Retiree Health Coverage Committee to review Sections 16.5-16.10 of the MOU related to sick leave conversion upon retirement for health coverage/contributions to premiums and identify alternative or supplemental retiree medical options, including potential variations on the current program. Within thirty (30) calendar days of the formation of the Retiree Health Coverage Committee, the parties shall schedule committee meetings. The parties agree to review the current terms of the MOU and develop alternatives for consideration. Alternatives identified should include information (as applicable) on potential outside vendors, a timeline for implementation, identified opportunities and challenges with the alternative, and the funding methodology.

A Retirement Health Saving Program (RHSP) will be evaluated for its feasibility as one of the alternatives for the committee to review. RHSP programs that permit both employer and employee contributions along with options for leave conversions will be requested and



reviewed by the committee. Should an alternative allow for the replacement of the existing sick leave conversion process and elimination of the additional sick leave credit in Section 18.6, those options will be evaluated for inclusion in an alternative contemplated by the committee.

To the extent that an evaluation on the impact to the County's OPEB liability can be identified for any alternatives identified, the committee will provide this information or identify a proposal for obtaining this data.

In addition to the alternatives identified, if necessary, the committee should suggest a transition process for active employees (at the time a transition is made) from the current sick leave conversion program, to be reviewed in conjunction with any alternative identified by the committee.

Upon the County's approval of a replacement and/or supplemental benefit for the PDA bargaining unit, the Additional Sick Leave benefit described in Section 16.9 of this MOU will be eliminated, unless otherwise mutually agreed by the parties.

Although the County's goal is to create consistent benefits across all labor groups, we recognize that not all labor groups will agree on one resolution.

The Retiree Health Coverage Committee will consist of up to two (2) representatives from AFSCME, up to two (2) representatives from SEIU and one (1) representative from every other union/association in the County. The County may designate representatives to serve on the committee at its discretion.

#### Section 17. Dental Care and 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.~~

#### Section 18. Dental Care

178.1 The County shall continue to provide dental insurance and 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 dental insurance one of these plans.

178.2 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.

~~During an employee's first year of employment with the County, there shall be a cap on County Dental Plan coverage consisting of \$100.00 deductible and 60% U.C.R.~~

~~18.3 — There is an annual \$2500.00 per person maximum benefit in the County Dental Plan.~~

#### Section 18. Optional Additional Benefits



Optional additional benefits may be available during open enrollment at an additional cost to the employee.

## Section 19. Change in Employee Benefit Plans

### 19.1 Benefits Committee

During the term of this MOU, the County and PDA-Unions shall convene the Benefits Committee for the following purposes:

- A. To continue ongoing discussions regarding cost structures as part of an overall strategy to maintain balanced enrollment in County plans.
- B. To investigate the feasibility offering additional medical and/or dental coverage of revising medical plan(s) coverage and/or plan(s) and strategies to integrate wellness program participation into benefits insurance cost structure.
- C. To address legislative changes to health insurance legislation, including but not limited to the Affordable Care Act.

~~, 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.~~

- ~~•D. Agreements reached as part of the 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.~~

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.

- 19.2 Agreements reached as part of the 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.

~~19.3 Agreements reached with the American Federation of State, County and Municipal Employees (AFSCME) or Service Employees International Union (SEIU) on Health Plan~~

~~design changes will be applied to the PDA bargaining unit. This does not apply to changes in premium cost sharing between the County and employees. The intent of this language is to establish a "me too" agreement regarding Health Plan design changes.~~

#### Section 20. Life Insurance

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

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

B. The County shall provide an additional \$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 employee, 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.

#### 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 employees who have been employed by the County for three or more years. The maximum monthly salary cap is two thousand four hundred dollars (\$2400). Benefits for psychiatric disabilities that result from stress, depression or other life events is restricted to two (2) 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 (65).

Effective with disabilities commencing on or after January 1, 1988, the one hundred twenty (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 (6) 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 22. Probationary Period

22.1 Probationary employees shall undergo a probationary period of one thousand forty (1040) regular hours, unless a longer period, not to exceed two thousand eighty (2080) regular hours is prescribed by the Civil Service Commission for their classifications. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Director; however, no probationary period shall exceed two thousand eight (2080) regular hours. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of the employee's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.



- 22.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when re-employed.

Permanent employees who are demoted to lower classifications shall be given permanent appointments in the lower classifications.

- 22.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

- 22.4 The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 30 (Grievance Procedure), except when the employee alleges that the termination was due to discrimination prohibited by county, state, or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefore, at once.

The Human Resources Director may, upon request by an employee rejected during the probationary period, restore that employee's name to the eligible list for that classification. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.

- 22.5 Permanent employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferred. Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. At the discretion of the Human Resources Director, examinations to demonstrate qualifications may be required before transfers between separate classes can occur.

If a new probationary period is in force, the employee shall have a window period of twenty-eight (28) days from the date of transfer to elect to return to ~~his/her~~their former position. Should an employee be rejected at a point beyond the window period, ~~he/she~~they shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

## Section 23. Promotion

### 23.1 Examinations

A.(4) Open Exams: Any person meeting the minimum qualifications for the job class may compete.

B.(2) General Promotional Exams: Permanent and probationary employees who have served at least six (6) months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six (6) months prior to layoff.

C.(3) Departmental Promotional Exams: Permanent and probationary employees of the department in which a promotional opportunity exists who have served at least six (6) months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to layoff.

D.(4) Open and Promotional Exams: Any person meeting the minimum qualifications for the job class may compete. In addition, any person competing in this type of an exam who meets the criteria described in (2B) above, shall have five (5) points added to the final passing score.

E.(5) Qualifying Exams: Qualifying exams may be given to probationary and permanent employees for specifically designed position reclassifications, transfers, demotions, and alternately staffed classifications.

The name of an employee who has successfully passed a qualifying exam shall be placed on the eligible list for the class for which examined. The Director may place the employee on such eligible list with or without an exam score. If an exam score is assigned, such employee's rank on that eligible list shall be based on the exam score, as determined by the Director. Such exams shall not require the publication of an examination notice.

E.(6) Veterans preference shall not apply to promotional exams.

### 23.2 Promotional Eligible Lists

A.(4) General Promotional Eligible Lists: The names of applicants successful in general promotional exams shall be placed on general promotional eligible lists for the classes examined.

B.(2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional exams shall be placed on departmental promotional eligible lists for the classes examined.

C.(3) These lists shall take precedence over General Eligible Lists.

D.(4) If, at the time of termination, an employee's name appears on a promotional eligible list his/her/their name shall be removed from the promotional list and placed on the open competitive eligible list for that classification in accordance with his/her/their final score.

### 23.3 Probationary Period

Permanent employees who are promoted to a higher class shall undergo the probationary period prescribed for the higher class, but shall have the right to demote to their former class in their former department if rejected during their probationary period if a vacancy in their former class exists, except that trainees who are promoted to journey level classes shall not have the right to



revert to their former trainee class if rejected during the probationary period. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

#### Section 24. Scheduled Workday

Unit employees will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

#### Section 25. Geographical Displacement

When organizational changes result in geographical displacement of an employee, the department head shall establish criteria for the selection of employees to be relocated based on ~~his/her~~their determination of the needs of the department. The department head shall consider such job-related factors as ~~he/she~~they deems appropriate including, but not limited to, experience in the particular work, length of service in the classification, and special skills possessed by employees.

#### 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 (14) 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 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 28. Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or ~~his/her~~their representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if ~~he/she~~they ~~have~~has worked in such class for more than five (5) consecutive work days (or four (4) consecutive workdays for employees on a "4/10" shift), ~~he/she~~they shall be entitled to payment for the higher class as prescribed for promotions in subsection 5.6, starting on the sixth (6) workday and continuing during the period of temporary assignment, under the conditions specified below:

- ~~A.(1)~~ The assignment is caused by the absence of the incumbent;
- ~~B.(2)~~ The employee performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of ~~his/her~~their regular class;
- ~~C.(3)~~ The temporary assignment to work out of class which extends beyond twenty (20) workdays must be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- ~~D.(4)~~ A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that ~~he/she~~they will not approve pay for work in the higher class which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.

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

#### 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.

- ~~(1)A.~~ 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 exercised, the lay-off procedure in the Civil Service rules will be employed.
- ~~(2)B.~~ Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.
- ~~(3)C.~~ Upward: The Human Resources Director will grant status to the incumbent when either:
  - ~~1.~~ there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or
  - ~~2.)~~ 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

- 30.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.



30.2 Grievances shall be processed in the following manner:

A.(a) Step 1. Department Head and/or the Designated Representative

Any employee who believes that ~~he/she/they~~ has a grievance may discuss ~~his/her/their~~ complaint with such management official as ~~his/her/their~~ department head may designate. If the issue is not resolved within the department, or if the employee elects to submit ~~his/her/their~~ grievance directly to PDA, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to Employee Relations.

B.(b) Step 2. Employee Relations

Any employee or official of PDA may notify Employee Relations in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the remedy desired. Such notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of an alleged grievance. Any grievance involving demotion, suspension or dismissal must be received within fourteen (14) calendar days of the above specified action. Employee Relations or a designated representative who in the case of a grievance alleging discrimination shall be the EEO Coordinator shall have twenty (20) workdays to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not PDA, to meet also with the officials of PDA and to settle the grievance. No grievance may be processed under paragraph (C.e) below which has not first been filed and investigated in accordance with this paragraph (B.b).

C.(e) Step 3. Adjustment Board

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, PDA may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations within twenty (20) working days from the date that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two (2) representatives designated by PDA and two (2) representatives designated by the County.

D.(d) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, the issue may be advanced to arbitration, if within twenty (20) working days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The question shall be submitted to an arbitrator mutually agreed upon by the parties. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by PDA and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

30.3 Scope of Adjustment Board and Arbitration Decisions

A.(a) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties, to the extent permitted by County Charter.

B.(b) No adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by PDA and unless such dispute falls within the definition of a grievance as set forth in subsection 30.1.

~~C.(e)~~ Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

~~D.(d)~~ If Employee Relations in pursuance of the procedures outlined in subsection 30.2 (~~Bb~~) above, or the Adjustment Board in pursuance of the provisions of subsection 30.2 (~~Ce~~) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

#### 30.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and PDA.

#### 30.5 No Strike

PDA, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any 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 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.

#### 30.6 County Charter and Civil Service Commission

~~A.(a)~~ The provisions of this Section shall not abridge any rights to which the employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.

~~B.(b)~~ All grievances of employees in representation units represented by PDA shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under paragraph (~~bB~~) of subsection 30.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.



C.(e) No action under paragraph ~~(bB)~~ of subsection 30.2 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

D.(d) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

### Section 31. Tuition Reimbursement

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

The employee must submit an application on the prescribed form to ~~his/her~~their department head with all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. In order to be reimbursed the employee's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Upon completion of the course, the employee must submit to Human Resources a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. The Human Resources Department shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees, but may not include costs of books or materials which become the property of the employee.

### Section 32.3. Bilingual Pay

~~A salary differential of \$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 \$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.~~

A salary differential of Seventy Dollars (\$70.00) biweekly shall be paid to incumbents of positions requiring bilingual proficiency as designated by their respective Department Heads or their designee. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

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



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

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

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

#### 32.1 Hiring and Selection

The County will continue to recruit and hire unit members based on a specific need for bilingual skills.

#### 32.2 Testing

All unit members hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision regarding bilingual assignment shall be final.

#### 32.3 Continued Use of Bilingual Language Skill

Unit members hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Unit members who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said unit members and there are sufficient positions within the classification that said unit member can fill. Nothing herein precludes any of the above specified unit members from promoting to higher classifications.

#### 32.4 Transfers

Transfers of unit members occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the Memorandum of Understanding. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

#### 32.5 Exclusions

All unit members in supervisory positions, as opposed to working lead persons, will not be eligible for bilingual pay.

#### 32.6 Review

Management shall periodically review the number and location of bilingual pay positions. If the County decides to reduce the number of filled positions in a specific division or location eligible for bilingual pay, the County shall provide individual unit members with one full pay period of notice prior to loss of the bilingual pay eligibility.



### 32.7 Administration

Administration of the bilingual pay plan will be the overall responsibility of the Human Resources Department. Any disputes concerning the interpretation or application of the administration of bilingual pay shall be referred to the Human Resources Department Director, whose decision shall be final.

### Section 343. Safety Retirement

#### 343.1 Safety Retirement Plans

- A.(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 three percent (3%) per year.
- B.(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 thirty-six (36) consecutive months rather than single highest year and their Plan 2 COLA will be capped at two percent (2%) rather than three percent (3%).
- C.(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.

#### 343.2 Safety Retirement Benefit Formulas

- A. 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.

B. 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:

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.1.~~ 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.2.~~ 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.3.~~ 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 thirty (30) years of service.

C. 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).

Section 35.4. General Retirement

35.4.1 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:

- A. 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.
- B. 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.

35.4.2 General Retirement Plans

- A. 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 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 three percent (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.

B. 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~~they 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.

C. 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.

#### Section 365. 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, e~~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 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.

Effective May 1, 2019, all employees will be enrolled in the 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 the target



fund associated with the employee's date of birth. Deferrals are fully vested at the time of deferrals; there will be no waiting period for vesting rights.

Concurrent with the Cost of Living Adjustments (COLA) the deferrals will be increased to one percent (1%) increments to a maximum of five percent (5%).

The County will provide training to employees regarding how to make voluntary changes to deferrals.

#### Section 376. 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 387. 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 July 3, 2016, ~~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 on July 3, 2016, regardless of retirement plan or hire date, to offset the elimination of the employer paid member contribution to retirement.

#### Section 398. 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 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 ~~403~~9. Separability of Provisions

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

| Section ~~404~~. Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.



| Made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201~~9~~<sup>6</sup>.

**For the Probation Detention Association:**

**For the County:**

\_\_\_\_\_  
Mark Salvo, Mastagni Holstedt

\_\_\_\_\_  
Mike Callagy, County Manager

\_\_\_\_\_  
Lauren Espino, PDA

\_\_\_\_\_  
Rocio Kiryczun, Human Resources Director

\_\_\_\_\_  
Becky Powers, PDA

\_\_\_\_\_  
Michelle Kuka, Employee Relations Manager

\_\_\_\_\_  
Dana Johnson, PDA

\_\_\_\_\_  
Michelle Kozul, Probation Department

\_\_\_\_\_  
Marcus Clifford, PDA

## **EXHIBIT A**

Deputy Probation Officer III's who are currently assigned lead responsibilities shall receive premium pay at the rate of one step of their salary in addition to all other compensation. DPO III's accepting the lead assignment agree that they can be transferred anywhere within the Department without regard to the Department Transfer Policy. The number of employees assigned to the lead assignment will be reduced, through attrition, proportionally to the size of the workforce. The parties will meet over the course of the following year to develop new criteria to determine employee selection for future assignments, as well as clarifying the duties of the work assignment.



**EXHIBIT B: PDA-Probation and Detention Salary Schedule**

*to be updated with final MOU*

|

Mark Salvo & Melvin Parker  
PDA

Dear Mark & Melvin:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of May 22, 2016 through May 19, 2019.

1. Vacation Requests. Any vacation request for 2 weeks or longer will be responded to not later than one month after the written request. Any request for time off for less than two (2) weeks will be responded to as quickly as possible, but not later than two (2) weeks after the written request.
2. Holdover Overtime. In making "holdover" overtime assignments, seniority among employees possessing the skills and abilities required for the specific overtime assignment will be the determining factor.
3. Late Evaluations. The Probation Department agrees that, should salary step increases be delayed due to late evaluations, the step increase will be granted retroactively to the date the salary increase was due.
4. Direct Deposit – Direct Deposit of pay checks shall be mandatory for all employees hired on or after October 31, 1999.
5. Overtime in Juvenile Hall. The Probation Department agrees that overtime assignments in the Juvenile Hall will be offered to permanent Group Supervisors prior to offering overtime assignments (paid at the one and one-half rate) to Extra Help. This does not include situations where Extra Help can work additional shifts without being paid at the overtime rate. The Probation Department will offer such assignments to staff at the appropriate classification (i.e., if a GS I is required to fill a shift and no Extra Help GS I's can fill the shift at the straight time rate, permanent GS I's will be offered the shift before offering it to Extra Help GS I's).
6. The Probation Department agrees that supervision and investigation caseloads shall be a factor in determining the necessity of overtime work. Issues that arise will be proactively handled by management and the union on a case-by-case basis. The Department will work with PDA to discuss workload standards for the Pre-Trial Services Unit.
7. The parties agree that payroll deductions for the Legal Defense Fund will be implemented for PDA in the same manner as such deductions are made for the Deputy Sheriff's Association. These deductions will be implemented as soon as is practicable following ratification and adoption of the MOU.
8. The Probation Department and PDA in an effort to address issues regarding the recruitment and retention of bilingual Probation Officers as well as the transfer policy for bilingual staff agree to establish a Labor-Management Committee. The committee will convene as soon as is practicable following ratification and adoption of the MOU. The committee will be equally represented by Probation management and PDA. Both parties shall select their committee members. The parties shall meet at such times and locations as mutually agreed to by the parties.



The Committee shall provide progress reports to both Probation management and PDA in a manner agreed to by the Committee.

9. Flex Promotions for Group Supervisors I/II. Group Supervisors I will be promoted to Group Supervisor II provided that:
  1. ~~He or she~~They ~~has~~have worked the equivalent of 12 months of full-time hours as a Group Supervisor I.
  2. ~~He or she has~~They have obtained a college degree.
  3. The Division Director overall rating for the employee is satisfactory.
  4. A Group Supervisor will be deemed to have had a satisfactory evaluation if the Department does not provide an evaluation within 30 days of the employee's application for promotion.
  5. In the event of a denial of a flex promotion where the employee meets all of the above criteria, the Department will advise in writing the reason for the denial.
  6. A Group Supervisor I may appeal the denial to the Chief Probation Officer.
  7. A Group Supervisor who is denied the promotion may be reconsidered for promotion in six (6) months or earlier at the discretion of the Chief Probation Officer.
10. The Probation Department and PDA in an effort to address the criteria and process for selection of Senior Deputy Probation Officer assignments agree to establish a Labor-Management Committee. The committee will convene as soon as is practicable following ratification and adoption of the MOU. The committee will be equally represented by Probation management and PDA. Both parties shall select their committee members. The parties shall meet at such times and locations as mutually agreed to by the parties.

The Committee shall provide progress reports to both Probation management and PDA in a manner agreed to by the Committee.

11. Group Supervisors who are required to wear specific shirts shall be provided 5 shirts per year. Damaged shirts will be replaced. The County will consider vendors suggested by PDA who submit bids.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

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

**APPROVED AND ACCEPTED:**

**Probation and Detention Association**

**County of San Mateo**

By \_\_\_\_\_

By \_\_\_\_\_

## **Senior Deputy Probation Officer Differential**

The parties agree to discuss changes to this policy during the term of the MOU. The discussion will not result in changes to the one step differential afforded to Senior DPO's under the current policy.

### **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 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~~their 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. 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.

## **Training 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 Training Leads~~Instructors~~. Such employees shall be paid one salary step above their current salary for all paid hours, in recognition of the Training Lead ~~Instructor~~ assignment. The parties acknowledge that the Department may assign this work to classifications not represented by this bargaining unit.

In addition to their regular responsibilities, employees assigned as the Training Leads~~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 Training 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~~Instructor~~ Pay**

### **A. Defensive Tactics/Use of Force Training**

Effective the first full pay period following Board of Supervisors approval of a successor MOU in 2019, for Deputy Probation Officers and Group Supervisors assigned to present formal, use of force training courses as Instructors, the County shall pay a differential at the hourly equivalent rate of ten percent (10%), 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)
- Firearms (4 courses in the series)
- Chemical Agents
- Taser
- Ground Defense
- Arrest and Control
- Handcuffing
- Weapons Retention



B. Non-Use of Force Training

Deputy Probation Officers and Group Supervisors assigned to present formal, non-use of force training courses as ~~Assistant Trainers~~Instructors 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

C. 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~~Instructor Pay.

Employees assigned to present formal ~~firearm and non~~-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.

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

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



## **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, 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~~they qualify~~ies~~ for another transfer.

#### **REQUIREMENTS**

Staff requesting transfer must have:

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. A standard, or better, performance evaluation in present assignment.

### PROCEDURES

1. 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.
2. 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.
3. 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.
4. Submit a written request for reassignment only to your Deputy Chief through the chain of command.
5. 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.
6. 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.
7. 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.
8. 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 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.
9. 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~~ they qualifyies for another transfer.
10. 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~~ their name from further consideration.

### 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:

- Service needs to Court, client and community.



- Administrative mandates.
- Professional growth and development.
- Preference of staff involved.
- Length of time in and nature of current assignment.
- 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:

- | ~~2.1~~ 1. 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.
- | ~~3.2~~ 2. Employees with twenty years of continuous service in the Department are exempted from involuntary geographical transfer, 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:

- Efficient management of Departmental workload.
- Service needs to Court, client and community.
- Fiscal constraints.
- Equal Employment Opportunity
- Professional growth and development.
- Special Skills.
- Length of time in and nature of current assignment.
- Seniority as determined by total, continuous department service.
- 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



**SIDE LETTER RE: GROUP SUPERVISOR PAY DPO SHIFT DIFFERENTIAL**

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.

Deputy Probation Officers (DPO's) assigned by their supervisor to perform night operations as part of their regularly assigned job duties to accommodate department needs (not for personal preference), DPO's for whom it is mandatory to participate in night operations, and DPO's who volunteer for night operations upon Department request, shall be eligible to receive shift differential if the scheduled hours meet the criteria as outlined in Section 8 of this MOU.

~~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: \_\_\_\_\_

## 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.

1. ~~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, Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2019, Group Supervisors III's temporarily~~ assigned to Officer of the Day shall be paid ~~one-half step (two and eighty seven one hundredths percent (2.87%)~~ one-step (5.74%) for the hours assigned to Officer of the Day only.
2. ~~Group Supervisor II's will not be assigned to Officer of the Day, except where assigned to work out of class as a Group Supervisor III in accordance with Section 28 of this MOU entitled "Pay for Work-Out-Of-Classification." At the end of the above-described three month period, Officer of the Day pay shall cease, unless otherwise agreed to by the parties.~~
3. Employees shall not be eligible to simultaneously receive Officer of the Day pay and Work-Out-of-Classification pay as an Institutional Services Manager.
4. ~~The Probation Department plans to study coverage of shifts by Institution Services Managers (ISM's). The study is anticipated to last approximately six months following the 2019 adoption of a successor MOU between the County and PDA. The County and the Association will discuss the results of the study in the Labor Management Committee. 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.

FOR THE COUNTY

FOR THE ASSOCIATION

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

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



|

## **GROUP SUPERVISOR REASSIGNMENT POLICY**

### **Purpose**

To meet the public service needs of the Department and promote the career development of staff through a process that allows staff to obtain a broad base of experience and provides the Department with Institution staff who have extensive background, skills and knowledge.

### **Voluntary Reassignment**

Voluntary- Initiated at the employees' request.

All employees are encouraged to submit their assignment preferences indicating up to three choices, including geographical preference. Employees are eligible to apply for voluntary reassignment regardless of time in their current assignment once they complete their probationary period. Preference will be given to employees with 12 or more months in their current assignment.

Institutions Division personnel are also eligible for transfer to equivalent Group Supervisor positions in the Adult and Juvenile Probation Services Divisions.

### **Involuntary Reassignment**

Involuntary/Administrative - Initiated by Administration/Management.

Management has the responsibility and authority to reassign employees at any time to accommodate Department needs<sup>1</sup> regardless of employees' time in position and/or employee preferences. Management will advise PDA of involuntarily transfers.

In cases of involuntary transfer selection will be based on reverse seniority<sup>2</sup>. If this order of transfer is not followed management and union will meet and confer. Final decision will remain with the Chief Probation Officer. If a person is involuntarily transferred that person shall be given first consideration when ~~he/she~~they qualify~~ies~~ for another transfer.

The department will only involuntarily transfer<sup>3</sup> staff due to serious departmental need as determined by the Chief Probation Officer.

### **Assignment Preference Form**

An Assignment Preference Form (APF) can be submitted to the Deputy Chief of Institutions at any time. The Deputy Chief will maintain a file with all current APFs. Staff may have only one APF on file at any given time.

Every six months the Deputy Chief of Institutions shall update the Assignment Preference Form file.

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<sup>1</sup> For example, unit stability and safety, CSA staffing standards, staff emergency, staff development or family leave accommodation.

<sup>2</sup> Reverse seniority means that the person who was hired into San Mateo County last will be the first to be considered for transfer.

<sup>3</sup> The Probation and Detention Association MOU defines a transfer as a movement of an individual to a different geographic location.



## **Guidelines**

### **Each of the following guidelines are to be considered in evaluating reassignments:**

1. The specialized skills and/or specialized training requirements of the position.
2. Employee's skill, experience and career development needs.
3. Employee's requested assignment preference (if available).
4. Performance concerns and level of supervision required.
5. Employee seniority based on their start date with San Mateo County will be used to separate equal applicants.

## **Process for Filling Vacancies**

1. When a vacancy occurs, the Director of that institution will review Assignment Preference Forms currently on file and in consultation with the DCPO of Institutions determine if a selection can be made.
2. If the Director elects not to select an individual from those who expressed interest in the assignment or if no staff expresses interest, the Division Director may solicit memos of interest from all employees within the vacated classification. If the Division Director chooses not to select an employee who submitted a memo of interest, the Deputy Chief Probation Officer shall decide between an administrative/ involuntary reassignment and a new hire to fill the position. The Director shall respond verbally to any applicant who expressed interest and was not chosen identifying the reasons for the decision<sup>4</sup>.
3. When the development of a new program or function results in the creation of a position(s), the DCPO or designee will send a notification to employees within that classification describing the position and soliciting memos of interest. The selection shall be made in accordance with the guidelines outlined above in sections 1 and 2.

## **Two Year Reassignment Recommendations**

Every two years staff will be subject to reassignment within all Institutions Division assignments.

Every two years the Directors and Institutional Services Managers shall meet to discuss and submit their reassignment recommendation(s) in agreement with this policy and the PDA MOU. The Division Directors shall submit their final reassignment recommendations to the Deputy Chief for review and approval.

## **Applicable Positions**

### **Institutions Division**

Margaret Kemp Girls Program

Juvenile Hall Older Boys Unit

Juvenile Hall Younger Boys Unit

Juvenile Hall Girls Unit

Juvenile Hall Mental Health Unit

<sup>4</sup> Written reasons for the decision will be on the Assignment Preference Form with training plan to resolve concerns

Juvenile Hall Behavior Management Unit

Juvenile Hall Intake-Probation Management Unit

Gateway & Community Schools<sup>5</sup>

Camp Glenwood

Transportation Unit

**Juvenile Probation Services Division**

Placement Unit

Juvenile Drug Courts

Preventing Repeat Offender Program

Family Preservation Programs

**Adult Probation Services Division**

Bridges

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<sup>5</sup> These positions require an ability to work independently with minimal supervision



## Group Supervisor Assignment Preference

NAME \_\_\_\_\_  
Last First M.I.

PRESENT ASSIGNMENT LOCATION \_\_\_\_\_

PRESENT CLASSIFICATION (circle one) GS I GS II GS III ISM

Start date for current GS classification \_\_\_\_/\_\_\_\_/\_\_\_\_

Start date for San Mateo County \_\_\_\_/\_\_\_\_/\_\_\_\_

LANGUAGE(S) FOR WHICH YOU ARE RECEIVING BILINGUAL PAY

SPECIAL SKILLS AND ABILITIES AND APPLICABLE TRAINING YOU POSSESS (continue on back of page if needed )

### ASSIGNMENT PREFERENCE

**YSC: Mental Health Unit, Behavior Management/ Flex unit, Intake/ Probation Management, Post Court Housing Younger Boys, Post Court Housing Older Boys, Girls Unit, Kemp Girls Program, Camp Glenwood, Transportation Unit**

**JUVENILE PROBATION SERVICES:** Placement Unit, Juvenile Drug Courts, Preventing Repeat Offender Program

Family Preservation Programs

**ADULT PROBATION SERVICES DIVISION:** Bridges

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

### PREFERRED SHIFT PATTERN

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Comments (use back of page or attach page if needed)

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**MANAGEMENT TEAM REVIEW:** (Is employee capable of performing/ learning requested assignments? If not, what training, experience, skills required? )

YSC Assignment: \_\_\_\_\_

## **DEPUTY PROBATION OFFICER OVERTIME POLICY**

The attached Overtime Policy has been developed to provide clear and concise procedures and guidelines that are consistent with the Fair Labor Standards Act (FLSA) and with the Memorandum of Understanding between the County and the Probation and Detention Association (PDA). It is the intent of this Policy to continue an atmosphere of open communication between line staff and management regarding overtime. Probation officers and their supervisors should discuss potential overtime situations as early as possible.

The FLSA categorizes the nature of probation officer work as that which requires overtime pay for work beyond 40 hours in a work week. Employees are not expected to “flex” their hours in order to avoid overtime compensation, except when agreed to by both the supervisor and probation officer. Furthermore, supervisors are also expected to plan for caseload coverage during the absence of staff. In some circumstances, absences may result in the need to approve overtime hours for staff who are required to pick up portions of a co-worker’s assignment during their absence.

### **PROCEDURES FOR OVERTIME APPROVAL**

No employee shall work overtime unless authorization is received in advance of being worked in accordance with the Memorandum of Understanding and this Procedure. If emergency conditions justify overtime without prior authorization, authorization must be obtained on the next workday or as soon as feasible, in accordance with the procedures below.

### **PRIOR AUTHORIZATION**

Unless otherwise directed by the department head, the first-line supervisor (PSM I), directors (PSM II), and or deputy chiefs may represent the department head for the purpose of authorizing overtime. At their discretion these representatives (of the management team) may authorize overtime under the following conditions:

The required work cannot be postponed until it can be performed during normal work hours or merged with the normal workload.

The required work cannot be assigned to other staff whose workload has not reached maximum capacity.

An employee who is failing to perform the same work due to incompetence or insubordination is not performing the required work.

Generally, the intent of overtime is to complete work in excess of routine workload.

If an employee needs overtime to complete work in excess of their routine workload, they should ask their supervisor for approval prior to working the overtime.

Non-emergency overtime must be requested and authorized in advance. Overtime authorizations must be in writing. A copy must be sent to the deputy chief of the division where the overtime is required. Deputy chiefs will record division overtime and provide the deputy director and department head with a monthly overtime report. The overtime report shall include the total hours of overtime performed and the reasons the overtime was necessary.



Failure of a Management team member to submit an overtime authorization or report shall not, on its own, disqualify an employee who is otherwise entitled to receive overtime.

### **EMERGENCY AUTHORIZATION**

The requirement for "prior authorization" may be waived whenever either of the following emergency situations occur:

The required work is a consequence of an emergency, or an off-duty phone call resulting in a required action taking six minutes or longer.

An immediate or imminent situation involving officer safety, public safety, department liability, or vital court services demands immediate attention.

### **COMPENSATORY TIME IN LIEU OF OVERTIME**

An employee can elect to accrue compensatory time in lieu of overtime payment.

### **NO RETALIATION**

The Department does not tolerate retaliation, and therefore an employee who requests overtime or files an overtime complaint on their own behalf or on behalf of another employee is protected from retaliation.

February 7, 2003

David H. Anderson  
President, Probation and Detention Association

Dear Mr. Anderson:

It is the County's policy and goal that all workers shall be treated with respect and dignity. To that end, managers, supervisors, and line workers will each have an obligation of mutual respect.

This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of work performance, when given by a supervisor, shall normally be done in private.

Sincerely,

Mary Welch  
Employee and Public Services



June 5, 2019

Lauren Espino, President  
Probation and Detention Association

Dear Ms. Espino,

The Probation Department plans to study coverage of shifts by Institution Services Managers (ISM's).

The Department commits to schedule at least one ISM or alternate manager to work on site at the Youth Services Center (YSC) campus at all times. The Department will endeavor to schedule one ISM or alternate manager to work at each worksite (YSC and Camp Kemp). For Camps, this will be during day shift hours only.

The Department will only use Officer of the Day to cover:

- 1) Unplanned ISM absences of less than one week, and
- 2) Partial or full shifts due to ISM attendance at meetings, trainings, or unforeseen circumstances.
- 3) Partial and full shifts at Camps when an ISM is not scheduled.

If there is an ISM in the building, they are expected to relieve the Officer of the Day, unless an urgent issue requires the ISM's attention.

Any concerns with respect to the use of Officers of the Day should be brought to my attention as they arise.

Sincerely,

Chief John Keene  
Probation Department