

Memorandum of Understanding

Between

County of San Mateo

And

Law Enforcement Unit
(Non-Safety Classifications)



December 24, 2023 - December 18, 2027

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MEMORANDUM OF UNDERSTANDING

The Deputy Sheriff's Association and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing December 24, 2023, and ending December 18, 2027.

Section 1. Recognition

The Deputy Sheriffs' Association (DSA), hereinafter referred to as the "Association", is the recognized employee organization for the Law Enforcement Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

Section 2. Association Security

The Association agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.

2.1 Dues Deduction

The Association may have members' dues deducted from their paychecks under the County Controller's procedures. Deductions shall be made only upon certification from the Association that an employee has authorized such deduction and shall continue until 1) such certification is revoked in writing by the Association, or 2) the employee transfers to a unit represented by another employee organization or transfers to another unit that is unrepresented.

The County shall rely on a certification from the Association that the Association will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.

The certification shall take the following form:

"I, NAME, TITLE, certify that the DSA is in possession of and will maintain a written authorization for voluntary dues deductions for membership in the DSA, and/or voluntary political contribution deductions, signed by the individuals on this list from whose salary or wages the deductions is to be made."

Upon receipt of the certification, the County shall deduct Association dues, initiation fees, assessments, and premiums for approved insurance programs from employee's pay. The County

shall promptly pay over to the designated payee all sums deducted. 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 Association dues required by this Section, no such deduction shall be made for the current pay period.

The County shall rely on information provided by the Association regarding whether deductions for an employee organization were properly canceled by the member.

If a dispute arises regarding the existence or terms of the authorization, then the Association will provide a copy of the authorization to the County.

2.3 Indemnification

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

2.4 Communications with Employees

The Association shall be allowed by County departments in which it represents employees use of available bulletin board space for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with department needs. The Association may distribute materials to unit employees through County mail distribution channels if approved by the Human Resources Director. This privilege may be revoked in the event of abuse after the Director consults with Association representatives. Any Association representative shall give the Department Head or their representative at least twenty-four (24) hours advance notice when contacting department employees during the duty period of the employees, provided that solicitation for membership and other internal Association business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Association and the department head and when made shall continue until revoked.

2.5 New Employee Orientation

The County shall administer an opportunity for the Association to meet with new employees as follows:

All new employees are encouraged to attend the first new employee benefits orientation following the commencement of their employment. New employee Benefits Orientation is scheduled for every other week, and the Association will have up to thirty (30) minutes at the end of each session to provide information regarding its organization to its represented employees and members.

For employees who do not attend a benefits orientation within the first month of their employment, the Association may schedule, at the 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 Employee Relations under normal Release Time processes.

2.6 Use of County Buildings

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

2.7 Advance Notice

Except in cases of emergency as provided below in this subsection, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption. 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 practical date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

2.8 Employee Roster

The County shall supply without cost to the Association a bi-weekly electronic and sortable data processing run of the names, classifications, work locations, work, home, and personal cellular telephone numbers on file with the County and personal email addresses on file with the County, and home addresses of all employees in the units represented by the Association. Such lists shall indicate hourly rates of pay, hours worked, gross pay, Association dues withheld from employees' checks as of the date the roster was prepared, membership status, the names added to or deleted from the previous list, and whether each such change in status was due to any type of leave of absence, termination, layoff, reemployment after layoff, retirement, or withdrawal from the Association. The County shall notify the Association of employees who are on an unpaid status in excess of twenty-eight (28) days.

Section 3. Association Representatives

County employees who are official representatives of the Association shall be given reasonable time off with pay, including reasonable travel time, to formally meet and confer or consult with management representatives on matters within the scope of representation; to be present at hearings where matters within the scope of representation are being considered; to testify or appear as the designated representative of the

Association in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge; or to testify or appear as the designated representative of the Association in matters before the Civil Service Commission. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three (3) per Association or one per representation unit, whichever is greater, at any one time. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the Human Resources Director whose decision shall be final. Supervisory employees shall not represent non-supervisory employees in a grievance procedure. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

Time spent in meetings with the County on matters listed in Section 3, which occur outside of the employee's regular work schedule, is not compensable. Employees should not code release time for such time when the employee is not scheduled to work.

Section 4. County Rights

Except where modified by this MOU, the County retains the exclusive right to determine the methods, means and personnel by which County government operations are to be conducted; to determine the mission of each of its departments, boards and commissions; to set standards of service to be offered to the public; to administer the Civil Service system; to classify positions; to add or delete positions or classes to or from the salary ordinance; to establish standards for employment, promotion and transfer of employees; to direct its employees; to take disciplinary action for proper cause; to schedule work; and to relieve its employees from duty because of lack of work or other legitimate reasons. The exercise of County rights does not preclude employees or the Association from consulting or raising grievances on decisions which affect wages, hours and other terms and conditions of employment. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association, if affected by the action, shall be promptly notified. The Human Resources Director shall, on request of either party, refer questions regarding the interpretation of this Section which cannot be resolved between employee and management representatives to either the Board of Supervisors or the Civil Service Commission for hearing and final determination, depending on which body has authority over the matter in dispute. In no event shall such dispute be subject to the grievance procedure of this MOU.

Section 5. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, legitimate employee organization activities, or on the basis of any other classification protected by law

against any employee or applicant for employment by the Association, the County, or anyone employed by the County. To the extent prohibited by applicable state and federal law there shall be no discrimination because of age. There shall be no discrimination against any person with disabilities solely because of such disability unless that disability prevents the person from adequately performing the essential functions of the position with or without reasonable accommodation.

Section 6. Salaries

Effective the pay period following Board of Supervisors' approval of a successor MOU in 2023, or the first full pay period following December 23, 2023, whichever is later, each full time employee in active paid status as of the date of Board approval of the 2023 successor MOU or December 24, 2023 (whichever is later) will receive a lump sum payment of two thousand dollars (\$2,000) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum amount will be prorated for part time employees in active paid status as of the date of Board approval of the 2023 successor MOU or December 24, 2023 (whichever is later).

6.1 The salary ranges for all employees in the Law Enforcement representation unit will be as set forth in the Exhibits attached hereto and made a part hereof.

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

Effective the first full pay period following Board of Supervisor's approval of this successor MOU, or the first full pay period following December 23, 2023, whichever is later, there will be a cost of living increase of three percent (3%).

Effective December 8, 2024, there will be a cost of living increase of three percent (3%).

Following the 2024 COLA adjustment, by January 31, 2025, the County will conduct salary surveys for the Supervising Deputy Coroner, Deputy Coroner, Criminalist II, Supervising Criminalist, Property Officer II, Supervising Sheriff's Identification Technician, and Sheriff's Identification Technician classifications. Effective February 16, 2025, the County will bring classifications that are below the market median to the median.

Effective December 7, 2025, there will be a cost of living increase of four percent (4%).

Effective December 6, 2026, there will be a cost of living increase of four percent (4%).

6.2 Except as herein otherwise provided, the entrance salary for a new employee entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the Human Resources Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Human Resources Director's decision shall be final. Such a salary may not be more than the maximum salary for the

class to which that employee is appointed unless such salary is designated as a Y rate by the Board of Supervisors.

6.3 Permanent and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full pay period.

- (1) 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 class. If an employee is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of two thousand eighty (2080) regular hours of satisfactory service.
- (2) After completion of two thousand eighty (2080) regular hours 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 class until the top of the range is reached.
- (3) 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:
 - a. 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.
 - b. if the merit increase period is completed during the second week of a pay period the increase will be made effective with the start of the next period.
- (4) Upon the recommendation of the appointing authority and approval by the Human Resources Director, employees may receive special merit increases at intervals other than those specified in this Section. The Human Resources Director's decision shall be final.

6.4 Employees shall be considered for salary step increases according to the date of their appointment or the revised salary adjustment hours balance. Changes in employees' salary because of promotion, upward reclassification, postponement of salary step increase or special merit increase will set a new salary adjustment hours balance for that employee, which balance shall be as stated in the preceding paragraph.

Employees who are rejected during the probationary period and revert to their former class shall return to the salary adjustment hours balance held in the former class unless otherwise determined by the Human Resources Director. The salary adjustment hours balance for an employee 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 County Classified Service, who reverts to the former class, shall retain the salary adjustment hours balance 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 adjustment hours balance for employees serving in that class.

Upon recommendation of the appointing authority and approval of the Human Resources Director provisional, temporary, seasonal and extra help employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon recommendation of the appointing authority and approval 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 for purposes of determining an employee's salary adjustment hours balance, eligibility for salary increases, and vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight consecutive calendar days during which the employee was not in a pay status, except when the employee is absent due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits.

6.5 Salary Step When Salary Range Is Revised

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

6.6 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, they shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, voluntarily or otherwise, their 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.

6.7 Reclassification of Position

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

6.8 "Y" Rate Process

When an employee is reclassified downward, they shall continue in their present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y"

rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

6.9 Salary Step Defined

For purposes of salary administration in this contract a step is defined as 5.74%.

Section 7. Days and Hours of Work

The standard work week for employees occupying full-time positions consists of forty (40) hours unless otherwise specified by the Board of Supervisors. 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 County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe. Except as hereinafter provided, County offices shall be open for business from 8:00 a.m. to 5:00 p.m. every day except Saturdays, Sundays and holidays. With the County Manager's approval, department heads may make such changes to the schedule of office hours as public convenience or necessity may require.

All classifications who work via telephonic communication during non-working hours shall be compensated at their regular rate of pay for actual time worked rounded up to the nearest six-minute increment.

Section 8. Overtime

8.1 Authorization

All compensable overtime must be authorized by the appointing authority or designated representative prior to 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 date on which the overtime was worked. Overtime worked must be in the job class in which the person is regularly employed or in a class for which the employee is authorized higher pay for work in a higher class.

8.2 Definition

Except as otherwise defined herein, any authorized time worked in excess of a forty (40) hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. Extra help shall be paid at the overtime rate after having worked forty (40) hours during their normal work week, which is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. Only designated work groups are eligible for overtime as defined in this MOU.

For purposes of determining eligibility for overtime compensation for Sheriff's Office employees, only holiday time off on County-recognized paid holidays shall be considered time worked. All other absences with pay shall not be considered as time worked, except vacation and CTO shall

count as hours worked when the employee is called back to work after regular hours pursuant to Section 8.4 of the MOU.

For Deputy Coroners, for the purposes of determining eligibility for overtime compensation, any absences with pay, except paid sick leave, shall be considered time worked.

The smallest increment of working time that may be credited as overtime is six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime.

8.3 Overtime Compensation

Employees will be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Comp time which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

8.4 Call-Back Pay

Employees required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours. Hours worked contiguous with the employee's regular shift shall not be subject to call back pay.

8.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. Accrued comp time must be used by employees in Work Group 2 prior to retirement or termination; otherwise, it shall be forfeited. The smallest increment of comp time which may be taken off is six (6) minutes.

An employee wishing to use their accumulated compensatory time must provide reasonable notice to their supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the department. Reasonable notice is defined as at least seven (7) calendar days. Requests for compensatory time off made with less than seven (7) calendar days' notice shall be granted at the discretion of the employee's supervisor.

Section 9. Shift Differential

- 9.1** 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 their class. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.
- 9.2** Employees shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

Section 10. Application of Differential

For employees who have been:

- (1) regularly working a shift described in Section 9, and/or
- (2) assigned to and regularly working a special job assignment enumerated in Exhibit A of this MOU, and/or
- (3) eligible for and receiving Career Incentive Allowance as provided in Section 14

for thirty (30) or more calendar days immediately preceding a paid holiday, the commencement of a vacation, paid sick leave period, or comp time off, the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid comp time. The vacation, sick leave, holiday and comp time off pay of an employee on a rotating shift shall include the differential such employee would have received had they been working during such period.

Section 11. On-Call Duty

The Department Head may assign employees to "on-call" status. Effective the first full pay period following Board approval of a successor MOU, employees shall be paid an hourly rate of five dollars and forty cents (\$5.40) for time in which they are required to be in an on-call status. Employees receiving call-back pay shall not be entitled to on-call pay simultaneously.

Criminalists shall be assigned "on-call" status for one (1) week at a time and shall bid for "on-call" weeks based on Classification seniority. Classification seniority shall be defined as time in the existing classification plus time in a higher classification.

Section 12. Bilingual Pay

Effective December 30, 2018, a salary differential of seventy dollars (\$70) biweekly shall be paid incumbents or positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. 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 County and the decision of the Human Resources Director is final. 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 Association shall be notified when such designations are made.

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, Department must submit request for continuation with the Human Resources Department.

Section 13. Tuition Reimbursement

Employees may be reimbursed for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content is closely related to present or probable future work assignments, and limited to programs of instruction that correspond to courses offered by independent bona fide institutions of learning. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Executive's concurrence. 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. 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.

Employees must apply on the prescribed form with all information needed to evaluate the request to their department head who shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. To be reimbursed the 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 a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion to the Human Resources Department who shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement will include the costs of tuition and related fees. The County will reimburse for books and other required course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 14. Career Incentive Allowance

- 14.1** Employees in the Supervising Deputy Coroner and Deputy Coroner class who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to receive an incentive allowance equating to two and one-half percent (2.5%) of base pay per biweekly pay period in addition to all other compensation if they possess the intermediate Peace Officers Standards and Training (POST) Certificate.
- 14.2** Employees in the Supervising Deputy Coroner and Deputy Coroner class who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to receive an incentive allowance equating to an additional five percent (5%) of base pay per biweekly pay period (for a total of seven and one-half percent (7.5%)) in addition to all other compensation if they possess the Advanced Peace Officers Standards and Training (POST) Certificate. The permanent status requirement shall not apply to probationary employees who have laterally transferred to San Mateo County positions from other jurisdictions.
- 14.3** Supervising Criminalists and Criminalists who provide documentation that they possess a certification from the American Board of Criminalists, a certification from the American Board of Forensic Toxicology, a Firearms Evidence and Identification certification from the Association of Firearm and Tool Mark Examiners, or a Latent Print certification from the International Association

for Identification shall receive a certification differential in the amount of five percent (5%) for as long as they maintain said certification.

- 14.4** Supervising Criminalists, and Criminalists who provide documentation that they possess a Crime Scene certification from the International Association for Identification shall receive a certification differential in the amount of two and one-half percent (2.5%) for as long as they maintain said certification. The maximum allowable certification differential is seven and one-half percent (7.5%).

Section 15. Layoff and Reemployment

15.1 Notice of Layoff

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

15.2 Precedence by Employment Status

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

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

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

The following provisions shall apply in computing total continuous service:

- (1) The following shall count as County service:
 - a. Time spent on military leave
 - b. Leave to accept temporary employment of less than one (1) year outside the County government, and
 - c. Leave to accept a position in the unclassified service.
- (2) Periods of time during which an employee is 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 computing length of service for purposes of determining seniority rights.

- (3) Time worked as an extra help or seasonal shall not count as County service.
- (4) Time worked in a 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 classes shall determine seniority.

15.3 Procedures

- (1) Employees who are laid off may take a voluntary demotion within the Coroner's Office or the Sheriff's Office to a class in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
- (2) Displaced employees may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any class 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 15.2.
- (3) Pursuant to the Civil Service Rules, an employee may with the approval of the Human Resources Director and the gaining department head demote or transfer to a vacant position for which they possess the necessary skills and fitness.
- (4) At the sole discretion of the Human Resources Director, an employee may be allowed to transfer and displace a less senior employee in a position in which 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.
- (5) 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.
- (6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.
- (7) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

15.4 Names of Employees Laid Off to be Placed on Re-employment and General Eligible Lists:

The names of employees laid off shall be placed on re-employment eligible lists as hereinafter specified. Former employees appointed from a re-employment 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 employees and former employees with probationary or permanent status who were laid off or whose positions were

reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in section 15.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked. The general reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. 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 15.4 shall not apply to employees who have accepted severance pay upon termination of employment.

15.5 Abolition of Position

The provisions of Section 15 shall apply when an occupied position is abolished resulting in a classified employee losing status in their assigned class in their assigned department.

Section 16. Severance Pay

If an employee's position is abolished and they are unable to displace another County employee as provided in Section 15, they shall receive one week of pay for each full year (2080 hours) of regular service to the County, up to a maximum of ten (10) weeks of pay and 50% of the cash value of their unused sick leave; provided that such employee shall be eligible for payment only if they remain in the service of the County until 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, they will not be entitled to the aforementioned payment, which will be paid after the member's County employment ends.

The County will pay the County share of premium for six (6) months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions:

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

Section 17. Holidays

17.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status for a full work day 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 percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee works fifty percent (50%) of the full-time hours in a pay period, the employee shall be paid for one-half for each holiday falling within that pay period.

17.2 The holidays in this County are:

- (1) January 1 (New Year's Day)
- (2) Third Monday in January (Martin Luther King, Jr.'s Birthday)
- (3) Third Monday in February (Washington's Birthday)
- (4) Last Monday in May (Memorial Day)
- (5) June 19 (Juneteenth)
- (6) July 4 (Independence Day)
- (7) First Monday in September (Labor Day)
- (8) Second Monday in October (Columbus Day/Indigenous Peoples Day)
- (9) November 11 (Veterans Day)
- (10) Fourth Thursday in November (Thanksgiving Day)
- (11) Fourth Friday in November
- (12) December 25 (Christmas Day)
- (13) Every day appointed by the President of the United States or Governor of California to be a day of public mourning, thanksgiving or holiday. Granting of such holidays shall be discretionary with the Board of Supervisors.

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

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

- (1) Effective in December 2023 (contingent on Board of Supervisors' approval of a successor MOU no later than December 12, 2023, December 2024, December 2025, and December 2026, the County shall provide three (3) paid winter recess holidays (the equivalent of twenty-four (24) hours for a full time employee) per year. If the Board of Supervisors does not approve the successor MOU by December 12, 2023, there will be no winter recess in 2023.
- (2) For a three (3) day period designated by the County between December 26th and December 31st of each year during the term of this 2023 MOU, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions 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 employees will be required to work is entirely within the discretion of the Appointing Authority or designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.

- (3) During the Winter Recess, full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- (4) If any of the Winter Recess days falls on a day the employee is not regularly scheduled to work, or if an employee is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. Winter Recess exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday. This equivalent time off is limited to twenty-four (24) hours, and employees may not bank more than forty-eight (48) hours of Winter Recess. 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.
- (5) Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

17.3 If one of the holidays listed above falls on Sunday and the employee is not scheduled to work that day, the holiday will be observed on the following Monday.

17.4 If any of the above holidays falls on a day other than Sunday and an employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, they shall be entitled to equivalent straight time off with pay. This equivalent straight time off 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.

17.5 Extra help are not entitled to holiday pay or time off with pay in lieu of pay.

17.6 Employees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1.5) times the straight-time rate as provided in Section 8, Overtime.

Section 18. Vacations

18.1 Vacation Allowance

Employees shall be entitled to vacation with pay in accordance with the following schedules. Such accrual shall be pro-rated for any employees who work less than full-time during a pay period.

Vacation accrual shall be as follows:

- (1) During the first five (5) years of continuous service, vacation will be accrued at the rate of four (4) hours per biweekly pay period worked.
- (2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of five (5) hours per biweekly pay period worked.
- (3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of six (6) hours per biweekly pay period worked.
- (4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of seven (7) hours per biweekly pay period worked.
- (5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of eight (8) hours per biweekly pay period worked.
- (6) After completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of nine (9) hours per biweekly pay period worked.
- (7) No employee may carry an accumulation of more than fifty-two (52) pay periods' vacation accrual at any one time. However, employees may accrue unlimited vacation time in excess of the maximum when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of thirteen (13) full biweekly pay periods of continuous service.
- (9) Vacation may be used in increments of six (6) minutes.
- (10) Extra help do not accrue vacation credits, except that the service of an employee in an extra help capacity may be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra help or seasonal capacity may not be included if it preceded a period of over thirty (30) days during which the employee was not in a pay status.

18.2 Vacation Schedule

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

18.3 Vacation Allowance for Separated Employees

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

18.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 10.

Section 19. Sick Leave

19.1 Accrual

Effective until February 18, 2024, Employees shall accrue “old sick leave” at the rate of three and seven tenths (3.7) hours for each biweekly pay period of full-time work. Such accrual shall be prorated for employees who work less than full-time during a pay period. For purposes of this Section absence in a pay status shall be considered work. Effective February 18, 2024, “old sick leave” will cease to accrue for all employees.

Effective February 18, 2024, employees will accrue “new sick leave” at a rate of three and seven tenths (3.7) hours for each biweekly pay period of full-time work. “New sick leave” will have no cash value and will not have conversion value for the purpose of sick leave conversion for retiree health coverage. Such accrual will be prorated for an employee who works less than full time during a pay period. For the purpose of this Section, absence in a pay status shall be considered work.

“New sick leave” can accrue up to a cap of seven hundred twenty (720) hours. Once an employee accrues up to the cap of seven hundred twenty (720) hours, the employee will cease to accrue sick leave until such time the employee uses sick leave to reduce accrued hours below the cap.

A break in service of twenty-eight (28) days or more will result in the forfeiture of all accrued, unused old and new sick leave. An approved leave of absence, including FMLA/CFRA, disability, and pregnancy disability leave, will not constitute a break in service for the purpose of this section. Any sick leave restored following separation and rehire with the County within one year of separation for the purpose of Labor Code section 246(g)(2), will be restored as “new sick leave.”

19.2 Usage

Sick leave is accrued paid leave from work that can be used for any of the following purposes:

- (1) Diagnosis, care or treatment of the employee's illness, injury, health condition, or exposure to contagious disease which incapacitates them from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional.

- (2) The employee's receipt of preventative care or required medical or dental care or consultation.
- (3) The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on an immediate family member who is ill. For this section 19.2, immediate family means parent, spouse, domestic partner, son, daughter, person for whom the employee is a legal guardian, sibling, mother-in-law, father-in-law, grandparents or grandchildren, or designated person. For the purpose of sick leave, a designated person means someone designated by the employee at the time sick leave is requested. Once an employee designates a person, they may not change their designated person for 12 months.
- (4) The employee's preparation for or attendance at the funeral of a member of the immediate family. For the purpose of preparation for or attendance at the funeral, immediate family includes parent, spouse, domestic partner, child (including through miscarriage or stillbirth), person for whom the employee is a legal guardian, sibling, sibling-in-law, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law, and grandchildren.
- (5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse or registered domestic partner for up to six (6) weeks immediately after the birth or arrival of the child in the home.

Sick leave used concurrently with California Family Rights Act (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. The basic minimum duration of such leave is two (2) weeks. 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.

- (6) An employee who is a victim of domestic violence, sexual assault, or stalking may use sick leave to:
 - a. 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
 - b. 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.

19.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, they shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify their supervisor as promptly as possible by telephone or other means. Before an employee may be paid for the use of accrued sick leave, they shall complete and

submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

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

19.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than 6 minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 10.

19.5 Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position they may receive credit for such extra help or seasonal 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 consecutive 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 reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. No portion of sick leave credits for which an employee received compensation at the time of or subsequent to the day of layoff shall be restored.

19.6 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 their duties, 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.

19.7 Use of Sick Leave While on Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee: (1) was hospitalized during the period for which sick leave is claimed, or (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 (3) was preparing for or attending the funeral of a member of the immediate family. No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within the pay period during which the employee returns to work.

19.8 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.

19.9 Catastrophic Leave

Leave credits may be transferred from one (1) or more donating employees to another receiving employee under the following conditions:

- (1) The receiving employee is a permanent full or part-time employee whose participation has been approved by their department head;
- (2) The receiving employee or the receiving employee's spouse/domestic partner or direct 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 or will have 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.

Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Comp time may be transferred only by employees in work groups 1, 4, and 5. Sick leave may be transferred at the rate of one hour of sick leave for every four hours of other time (i.e., holiday, vacation, or comp time). 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. Donations must be a minimum of 8 hours and thereafter in whole hour increments. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations 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 in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

Appeal Rights

Employees denied participation in the program by the department head may appeal to the Human Resources Director 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. The parties agree to reopen section 19.9 regarding Catastrophic Leave following completion of the Benefits Committee discussion over the revised policy.

Section 20. Leaves of Absence

20.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance 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 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 decision by that Board. Nothing in this Section 20 shall abridge an employee's rights under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 20.4 (2) (c), 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.

Approval and Appeals: Initial approval or disapproval of any leave of absence shall be by the department head; leaves of absence of more than two biweekly pay periods must also be approved by the HRD Director. Denials in whole or in part at the department head level may be appealed to the HRD Director whose decision shall be final.

20.2 Benefit Entitlement

Employees on leaves of absence without pay for more than one (1) month shall not be entitled to payment by the County of their health, dental, vision, life or long term salary continuation insurance premiums, except as provided hereinafter. Entitlement to County payment of premiums shall end on the last day of the month in which the employee was absent one (1) full calendar month. An employee granted a leave of absence without pay due to their illness or accident shall be entitled to have one (1) month of the County's contribution to insurance premiums paid by the County for each year of County service, or major fraction thereof, to a maximum of twelve (12) months payment of premiums.

Where applicable, payment of the County's portion of the insurance premiums described in this Section 20.2 shall count concurrently 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).

20.3 Seniority Rights and Salary Adjustments

Authorized absence without pay 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.

20.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- a. Definition: Disability leave with pay is an employee's absence from duty with pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.
- 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.
- 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 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 the State Compensation Insurance Fund or County Workers Compensation Adjustor has declared the illness or injury compensable under Workers Compensation Law and has accepted liability on behalf of the County, or the Workers Compensation Appeals Board has ordered benefits to be paid.
- d. Length of Job Incurred Disability Leave With Pay: 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 injury. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

- a. Definition: Disability leave without pay is an employee's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared 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.

- b. **Application for and Approval of Job Incurred Disability Leave Without Pay:** 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.
- 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.

20.5 Leave of Absence Without Pay

- (1) Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves of absence without pay under this Section.
- (2) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leave of absence without pay for personal reasons up to a maximum of two (2) biweekly pay periods.
- (3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom may be granted for a maximum of twenty-six (26) full biweekly pay periods. Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.
- (4) Parental Leave: An employee/parent 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 (1) year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of thirteen (13) biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave.
 - a. Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons may be granted for a maximum period of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.

20.6 Military Leaves of Absence

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

20.7 Absence Due to Required Attendance in Court

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

- (1) Absence from duty will be with full pay for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) 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.
- (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

20.8 Absence Without Leave

- (1) 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.
- (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 or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty days after the first day of absence without leave a person makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

20.9 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 employees 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, temporary or seasonal. 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:

Length of Leave of Absence	Period of Obligated Employment
44 to 65 workdays	Fifty-two biweekly pay periods
22 to 43 workdays	Twenty-six biweekly pay periods
6 to 21 workdays	Thirteen biweekly pay periods

20.10 Bereavement Leave

The County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parent, step-parent, spouse, domestic partner, child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, parent-in-law, grandparent, grandparent-in-law or grandchild. In addition, employees may utilize accrued sick leave pursuant to Section 19.2-4.

Section 21. Hospitalization and Medical Care

21.1 Medical Insurance:

- (1) Regular Employees Assigned to Work Eighty (80) Hours Per Pay Period: The County pays eighty-five percent (85%) of the total premium for the County-offered group HMO and High Deductible Health plans (employees pay fifteen percent (15%) of the total premium).

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

- a. The County pays seventy-five percent (75%) of the total premium for the County-offered group PPO plan (employees pay twenty-five percent (25%) of the total premium).
- (2) Regular Employees Assigned to Work Less Than Eighty (80) Hours Per Pay Period: For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the hospital and medical care premiums described above.

For 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 County-offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to the hospital and medical care premiums described above. Employees will pay the remaining fifteen percent (15%) or twenty-five percent (25%), as applicable, of the total premium.

For part time employees working half time or more who are enrolled in the High Deductible Health Plan, the County will annually contribute a pro-rated amount of fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account, based on the employee's part time status.

(3) Health Insurance Tax Reopener:

- a. Upon the County's request, the County and Association shall reopen the issue of payment of any taxation assessed against employers in association with employer health insurance contributions, or other taxation resulting from future healthcare legislation.

21.2 Retiree Medical Trust

Effective February 18, 2024, the Association will establish participation in the retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust ("Trust"), to which the County and employees contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from County employment. The Trust is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45. All employees represented by the bargaining unit, including those who are not dues paying members of the DSA (LEU unit), are eligible and required to participate in the RMT.

The cost of establishing the Trust shall be at no cost to the County. The County is not a party to the Trust. Participation in the Trust shall be the complete and sole responsibility of the Association. Aside from transferring funds, the County has no obligations to the management, regulatory compliance or performance of the Trust. In the event the Trust becomes insolvent or unable to pay, the County has no financial obligation to the Trust, the employees covered by this Agreement, or the Association, including no obligation to provide a lifetime benefit to employees covered by this Agreement.

The Association agrees to defend, indemnify and hold the County, its agents, officers, and employees harmless from any liability of any nature which may arise as a result of employee participation in the PORAC RMT, including any and all claims or legal proceedings regarding the operation of the Trust, except for the obligation of the County to make and report employee and County contributions to the Trust as described in this MOU.

The monies contributed to the Trust on behalf of employees and retirees shall only be used for the sole purpose of providing funding for retiree health insurance premiums or reimbursement of retiree health care expenses, as permitted by law. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the contribution amount in cash. The Trust shall be and remain separate and apart from any of the County's health insurance funding programs.

21.3 Retiree Medical Contributions:

The following contributions will be made to the Trust on behalf of employees:

(1) *County Contributions:*

Effective February 18, 2024, for each full time employee hired on or after February 18, 2024, the County will contribute fifty dollars (\$50) per month to the Trust, prorated for part time employees.

To receive and become vested in the County's monthly Trust contributions, an employee must complete five (5) years of continuous, paid County employment in a regular position. During an employee's initial five (5) years of employment with the County, the County will not contribute to the employee's Trust. Upon successful completion of five (5) years of regular employment with the County, the County will contribute a lump sum of three thousand dollars (\$3,000) (the equivalent of \$50 per month for five years of service), prorated for part time employees. Each month thereafter, the County will deposit fifty dollars (\$50) per month to the full time employee's Trust, prorated for part time employees. Once vested in the County's contributions to the Trust, if the employee separates from County service prior to attaining benefit eligibility, the employee and County contributions in the account will remain in the individual's name and will be invested as directed by the individual.

County contributions to the Trust will be made only during periods for which the employee is receiving County compensation. For example, an employee on unpaid leave will not be entitled to such County contributions.

A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in calculation of the employee's Trust vesting service requirement. An approved leave of absence, including FMLA/CFRA, disability, and pregnancy disability leave, will not constitute a break in service for the purpose of this section.

If an employee's County employment terminates before completion of five (5) years of continuous County employment, the employee will not receive County contributions to the employee's Trust.

Upon an employee's separation from employment with the County, the County will cease contributions to that individual's Trust. Employees will have no vested right in ongoing

County contributions to the Trust; the contributions may be increased, decreased or frozen at any time in accordance with future MOU's.

(2) *Mandatory Employee Contributions:* Three types of employee contributions will be made to the Trust, as specified below. These employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions.

- a. *Regular Contribution:* Effective February 18, 2024, each employee regardless of hire date will contribute one hundred dollars (\$100) per month to the employee's Trust. An employee's Trust contributions, including any allocable investment earnings, are 100% vested at all times.
- b. *Unused Vacation Accruals:* For all employees regardless of hire date, at separation from County service, fifty percent (50%) of the employee's earned and unused vacation will be cashed out and deposited into the employee's Trust; except if the employee dies while in County employment, then vacation accruals will not be deposited into the employee's Trust and will instead be converted to cash and distributed to the employee's estate.
- c. *Converted Old Sick Leave for Employees Hired Before February 18, 2024.* For employees hired before February 18, 2024, who retire on or after February 18, 2024 simultaneous with separation from County service, upon retirement from the County, contributions of "old" sick leave will be made to an eligible employee's individual Trust account, subject to the terms and conditions specified in Section 21.4 of the MOU.

(3) Distributions

After an employee separates from County employment, the employee's Trust funds may be used for any eligible medical expenses incurred by the employee, the employee's spouse, or the employee's eligible dependents. "Eligible medical expenses" are expenses described in section 213(d) of the Internal Revenue Code, as amended from time to time, including but not limited to, qualifying insurance premiums. Trust funds may not be used for any other purpose, including cash out or conversion to another plan.

In addition, the use of the Trust funds will be subject to the terms of the governing Trust plan document.

The parties acknowledge that the Trust plan will be subject to non-discrimination testing. Non-compliance with non-discrimination rules may result in taxation of discriminatory coverage. In the event of taxation of discriminatory coverage, the parties will reevaluate and negotiate changes to the plan design to comply with non-discrimination rules.

21.4 “Old” Sick Leave Converted to Medical Insurance Premiums at Retirement and Retiree Health Benefit for Employees Hired by the County Before February 18, 2024:

- (1) The following terms apply only to employees hired by the County before February 18, 2024
- a. Employee Contribution: Effective on the transition date (“February 18, 2024”), all employees hired before February 18, 2024 will contribute eighty-five one-hundredths of a percent (0.85%) of the employee’s base wage rate each pay period for the duration of their employment with the County, to the County to contribute to the cost of the retiree health benefit described herein. These contributions are mandatory.
 - b. “Old Sick Leave” will be defined as sick leave earned before February 18, 2024. Old Sick Leave will cease to accrue as of February 18, 2024 (“transition date”). For employees hired by the County before February 18, 2024, old sick leave accrued and unused as of February 18, 2024, with the exception of one hundred ninety-two (192) hours, will be removed from the employee’s sick leave bank. A record of the number of frozen hours of old sick leave will be kept on file with the County, pending the employee’s retirement from County service.
 - c. Employees hired before February 18, 2024 will retain up to one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank to use as needed.
 1. Employees hired before February 18, 2024 who take long-term leave for which they are eligible to use sick leave, including FMLA, CFRA or disability (including pregnancy disability) leaves of absence on or after February 18, 2024, who exhaust their one hundred ninety-two (192) hours of Old Sick Leave hours, as well as their New Sick Leave accrued after February 18, 2024, will be permitted to use additional hours of Old Sick Leave upon request for sick leave purposes listed in this MOU.
 2. Employees hired before February 18, 2024 who have less than one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank will retain remaining Old Sick Leave in their sick leave bank to use as needed.
 - d. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in the calculation of hire date and service time for the purpose of this section.
 - e. “Severed by reason of retirement” is defined as an employee retiring and drawing pension benefits from SamCERA simultaneous with separation from the County employment.

Retirement from County service is defined as drawing SamCERA pension benefits via a service or disability retirement immediately upon separation from the County.

If an employee separates from County service without retiring and does not return to County service within twenty-eight (28) days or less, the employee will forfeit all converted “old” sick leave amounts listed in this section, and will forfeit entitlement to all retiree health benefits described herein, except for vested contributions to the Trust. The employee will not receive any Trust contributions or other benefit with respect to the forfeited amounts.

(2) For Employees Hired Before February 18, 2024, **With Less Than Ten (10) Years of Service**, Whose Employment With The County Is Severed By Reason Of Retirement:

For employees hired before February 18, 2024, whose employment with the County is severed by reason of retirement during the term of this MOU, and who have less than ten (10) years of continuous, full-time regular service at retirement, the County will contribute to the retiree’s individual Trust account in the amount of the employee’s unused, frozen, “old” sick leave at the time of retirement on the following basis:

- For employees hired by the County prior to July 10, 2011, who retire from the County on or after February 18, 2024 with less than ten (10) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of accrued, unused, “old” sick leave will be four hundred forty dollars (\$440.00).
- For employees hired by the County between July 10, 2011 and February 18, 2024, who retire from the County on or after February 18, 2024, the conversion rate for each eight (8) hours of accrued unused “old” 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.

The contribution will include conversion any of the remaining one hundred ninety-two (192) hours of “old” sick leave which was maintained in the employee’s sick leave bank to use as sick leave, and that remains unused at the time of retirement from County service.

Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.

(3) For Employees Hired Before February 18, 2024, **With A Minimum of Ten (10) but Less Than Fifteen (15) Years of Service**, Whose Employment With The County Is Severed By Reason Of Retirement:

For employees_hired prior to February 18, 2024 whose employment with the County is severed by reason of retirement during the term of this MOU, and who have a **minimum of ten (10) but less than fifteen (15) years of service at retirement:**

- a. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute five hundred dollars (\$500) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$500 into the retiree's individual Trust account on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be (\$250) per month paid until the retiree would have reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.

When the retiree reaches the age of Medicare eligibility, the County contributions will cease.

- b. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
- c. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.4, subsection 3(a)** toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's individual Trust account.
- d. For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.4, subsection 3(a)** into the retiree's individual Trust account on a monthly basis.
- e. At the time of retirement, the County will deposit an amount into the retiree's individual Trust account equal to fifty percent (50%) of the unused, frozen Old Sick

Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

(4) For Employees Hired Before February 18, 2024, Whose Employment With The County Is Severed By Reason Of Retirement, Who Retire **With a Minimum of Fifteen (15) but Less than Twenty (20) Years Of Service:**

For an employee hired before February 18, 2024, who has a minimum of fifteen (15) but less than twenty (20) years of County service, and whose employment with the County is severed by reason of retirement:

- a. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute eight hundred and ninety-one dollars and ninety-five cents (\$891.95) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$891.95 into the retiree's individual Trust account on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be four hundred forty-five dollars and ninety-seven cents (\$445.97) per month paid until the retiree would have reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
- b. When the retiree reaches the age of Medicare eligibility, the County will contribute an amount each month specified herein.
 - i. For married retirees, the Medicare-eligible benefit will be double the single premiums specified herein. As with the pre-Medicare-eligible benefits, the County's payments will be based on the retiree's Medicare eligibility only, with this benefit payable while the retiree is age 65 and older. The spouse's age will not influence the amount of the County's maximum payment.
- c. The Medicare-eligible benefit will be payable for ten (10) years.
 - i. For retirees who retire prior to age 65, this benefit will first be payable at age 65 and continue for ten (10) years.
 - ii. For retirees who retire at or after age 65, the benefit will be payable for ten (10) years after retirement.
 - iii. If the retiree dies before the ten (10) year period expires, a surviving spouse will receive the Medicare-eligible benefit for one (1) person for the remaining period of time until the ten (10) year period would have expired for the retiree.
- d. Effective for retirees who retire on or after February 18, 2024, the County's Medicare-eligible benefit contribution will be one hundred sixty-six dollars and twenty-two cents (\$166.22). The County's Medicare-eligible contribution will be

adjusted each year in accordance with adjustments made by the Centers for Medicare and Medicaid Services to the retiree cost of Medicare Part B, not to exceed an annual adjustment of 5.8% between 2024 and 2026, and not to exceed an annual adjustment of 5% in 2027 and beyond.

- e. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
- f. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.4, subsection 4(a) or 4(b-c)** toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's individual Trust account.

For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.4, subsection 4(a) or 4(b-c)** into the retiree's individual Trust account on a monthly basis.

- g. At the time of retirement, the County will deposit an amount into the retiree's individual Trust account equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

(5) For Employees Hired Before February 18, 2024, Whose Employment With The County Is Severed By Reason Of Retirement, Who Retire **With A Minimum of Twenty (20) But Less than Twenty-five (25) Years Of Service Years Of Service:**

For an employee hired before February 18, 2024, who has a minimum of twenty (20) but less than twenty-five (25) years of County service, and whose employment with the County is severed by reason of retirement:

- a. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand one hundred eighty-nine dollars and twenty-seven cents (\$1,189.27) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not

enrolled in County benefit plans, the County will deposit the \$1,189.27 into the retiree's individual Trust account on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be five hundred ninety-four dollars and sixty-three cents (\$594.63) per month, paid until the retiree would have reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.

- b. When the retiree reaches the age of Medicare eligibility, the County will contribute an amount each month specified herein.
 - i. For married retirees, the Medicare-eligible benefit will be double the single premiums specified herein. As with the pre-Medicare-eligible benefits, the County's payments will be based on the retiree's Medicare eligibility only, with this benefit payable while the retiree is age 65 and older. The spouse's age will not influence the amount of the County's maximum payment.
- c. The Medicare-eligible benefit will be payable for ten (10) years.
 - i. For retirees who retire prior to age 65, this benefit will first be payable at age 65 and continue for ten (10) years.
 - ii. For retirees who retire at or after age 65, the benefit will be payable for ten (10) years after retirement.
 - iii. If the retiree dies before the ten (10) year period expires, a surviving spouse will receive the Medicare-eligible benefit for one (1) person for the remaining period of time until the ten (10) year period would have expired for the retiree.
- d. Effective for retirees who retire on or after February 18, 2024, the County's Medicare-eligible benefit contribution will be one hundred sixty-six dollars and twenty-two cents (\$166.22) per month. The County's Medicare-eligible contribution will be adjusted each year in accordance with adjustments made by the Centers for Medicare and Medicaid Services to the retiree cost of Medicare Part B, not to exceed an annual adjustment of 5.8% between 2024 and 2026, and not to exceed an annual adjustment of 5% in 2027 and beyond.
- e. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
- f. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.4, subsection 5(a) or 5(b-c)** toward the benefit

premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's individual Trust account.

For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.4, subsection 5(a) or 5(b-c)** into the retiree's individual Trust account on a monthly basis.

- g. At the time of retirement, the County will deposit an amount into the retiree's individual Trust account equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

(6) For Employees Hired Before February 18, 2024, Whose Employment With The County Is Severed By Reason Of Retirement, Who Retire **With Twenty-five (25) or More Years Of Service Years Of Service:**

For an employee hired before February 18, 2024, who has a minimum of twenty-five (25) years of County service, and whose employment with the County is severed by reason of retirement:

- a. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand three hundred dollars (\$1,300) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$1,300 into the retiree's individual Trust account on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be six hundred fifty dollars (\$650) per month, paid until the retiree would have reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
- b. When the retiree reaches the age of Medicare eligibility, the County will contribute an amount each month specified herein.
 - i. For married retirees, the Medicare-eligible benefit will be double the single premiums specified herein. As with the pre-Medicare-eligible benefits, the County's payments will be based on the retiree's Medicare eligibility only, with this benefit payable while the retiree is age 65 and older. The spouse's age will not influence the amount of the County's maximum payment.
- c. The Medicare-eligible benefit will be payable for ten (10) years.

- i. For retirees who retire prior to age 65, this benefit will first be payable at age 65 and continue for ten (10) years.
 - ii. For retirees who retire at or after age 65, the benefit will be payable for ten (10) years after retirement.
 - iii. If the retiree dies before the ten (10) year period expires, a surviving spouse will receive the Medicare-eligible benefit for one (1) person for the remaining period of time until the ten (10) year period would have expired for the retiree.
- d. Effective for retirees who retire on or after February 18, 2024, the County's Medicare-eligible benefit contribution will be one hundred sixty-six dollars and twenty-two cents (\$166.22) per month. The County's Medicare-eligible contribution will be adjusted each year in accordance with adjustments made by the Centers for Medicare and Medicaid Services to the retiree cost of Medicare Part B, not to exceed an annual adjustment of 5.8% between 2024 and 2026, and not to exceed an annual adjustment of 5% in 2027 and beyond.
- e. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
- f. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.4, subsection 6(a) or 6(b-c)** toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's individual Trust account.
For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.4, subsection 6(a) or 6(b-c)** into the retiree's individual Trust account on a monthly basis.
- g. At the time of retirement, the County will deposit an amount into the retiree's individual Trust account equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

- (7) Funds for conversion of frozen “Old Sick Leave” remain in the County’s possession until and if the employee’s employment with the County is severed by reason of retirement. While in the County’s possession, the County maintains the right to continue to earn interest on the funds.

21.5 Employees who separate from the County without simultaneously retiring forfeit their “old sick leave” and “new sick leave” upon separation. Survivor Benefit:

Surviving Spouse of Active Employee: The surviving spouse of an active employee hired before the transition date who dies, if the spouse elects a retirement allowance, will be eligible to receive the full retiree health benefit described above in Section 21.4(5) (if the employee had 20-25 years of service at the time of death), or Section 21.4(6) (if the employee had 25 or more years of service at the time of death), providing that the employee was age fifty-five (55) or over with at least twenty (20) years of continuous service. “Spouse” means, unless otherwise specifically defined in the Adoption Agreement, an individual who is legally married to a Participant (and who is treated as a spouse as recognized to be legally married) as provided in applicable IRS regulations.

Section 22. Dental Care and Vision Care

- 22.1** The County shall continue to provide dental insurance and contribute a sum equal to 90% of the premium for employees and eligible dependents, including young adult dependents and domestic partners. All employees must participate in dental insurance.
- 22.2** 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.

Section 23. Optional Additional Benefits

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

Section 24. Change in Employee Benefit Plans

- 24.1** During the term of the MOU, the County and Association shall convene the Benefits Committee for the following purposes:
 - (1) To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,
 - (2) To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, and

- (3) To address legislative changes to health insurance legislation, including, but not limited to, the Affordable Care Act.

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.

- 24.2** The Association agrees to participate in good faith discussions concerning the County's Health Plans. Both parties agree that revisions in Health Plans or in the contribution ratio between the County and the employee may be necessary to retain an equitable relationship between the gross premium and the County/employee contribution to the premium.
- 24.3** Health plan changes that are initiated by the health plan based on either legislative/regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the numbers of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or major plan design co-pays. Where health plans initiate these kinds of changes to the contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the change. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provide however, it will first meet and confer with the Association on any such matter.

Section 25. Life Insurance

- 25.1** The County will pay group life insurance and accidental death insurance premiums for the following coverage:
 - (1) Life Insurance for each employee with a maximum benefit amount of forty thousand dollars (\$40,000).
 - (2) Life Insurance for the employee's spouse or registered domestic partner with a maximum benefit of five hundred dollars (\$500).
 - (3) Life Insurance for each of the employee's children up to a maximum benefit amount of five hundred dollars (\$500), depending on ages of the children, in accordance with the plan document. .
 - (4) The County shall provide an additional life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job up to a maximum benefit amount of five thousand dollars (\$5,000).
- 25.2** Employees, depending on pre-qualification, may purchase, at the employee's expense, additional term life insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) for

employee, two hundred fifty thousand dollars (\$250,000) for spouse or registered domestic partner, and ten thousand dollars (\$10,000) for each qualifying dependent.

Section 26. Longevity Pay

Longevity pay shall be paid as follows:

- (1) One percent (1%) of base salary after the equivalent of five (5) years of continuous full time County service in a regular position (10,400 hours).
- (2) 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 continuous full time County service in a regular position (20,800 hours)
- (3) 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 continuous full time County service in a regular position (41,600 hours)
- (4) An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of continuous full time County service in a regular position (52,000 hours)

Section 27. Long Term Disability Insurance

The County shall continue to provide its present long term income protection plan for permanent employees at no cost; provided, however, that in order to be eligible, employees must have been employed by the County for 3 or more years. The maximum monthly salary cap is two thousand four hundred dollars (\$2,400). The County will extend coverage to all otherwise qualified permanent employees. Benefits for psychiatric disabilities that result from stress, depression or other life events are 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). For disabilities commencing on or after January 1, 1988, the one hundred twenty (120) day disability period required to qualify 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 28. Uniform Allowance/Safety Equipment/Clothes Laundering

- 28.1** The County will provide bulletproof vests to department personnel consistent with departmental general order.
- 28.2** Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, or the first full pay period following December 23, 2023, whichever is later, Supervising Sheriff's Identification Technicians and Sheriff's Identification Technicians working in the Sheriff's Department who are required to wear uniforms shall receive a uniform allowance as follows: An initial payment of six hundred fifty dollars (\$650) shall be made when the employee is

hired by or transferred into a Division requiring uniforms. A maintenance allowance of six hundred fifty dollars (\$650) shall be made each year on their anniversary date for current employees. The above payments shall be made on the employment or transfer anniversary date for new employees. Such payments are made for uniform needs for the preceding year and employees shall make any required purchases to maintain uniforms within thirty (30) days of receipt of payment. Should the Sheriff's Department change its required uniform, the County shall meet and confer concerning such change and the cost of purchasing new uniforms.

Effective the first full pay period following Board approval of a successor MOU in 2023, employees in the classes of Supervising Criminalist, Criminalist I/II, Sheriff's Property Officer I/II, Supervising Deputy Coroner, and Deputy Coroners shall receive Twelve Dollars and fifty cents (\$12.50) per biweekly pay period for clothes laundering costs.

Section 29. Promotion

29.1 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job class may compete.
- (2) General Promotional Examinations: 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 whose names are on a reemployment list are also eligible provided they had served at least six (6) months prior to lay off.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific 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 whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six (6) months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have five (5) points added to the final passing score.
- (5) Veterans preference shall not apply to promotional examinations.

29.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classes examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classes examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list their name shall be removed from the promotional list and placed on the open competitive eligible list for that class in accordance with their final score.

29.3 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. 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 30. 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) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, incumbents may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.
- (3) 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 (6) 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 31. Change of Assigned Duties

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

Section 32. Pay for Work-Out-of-Classification and Training Pay

32.1 Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if they had worked in such class for five (5) consecutive workdays, they shall be entitled to payment for the higher class, as prescribed for promotions in subsection 6.6 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the incumbent's temporary or permanent absence;
- (2) The employee performs the duties regularly performed by the absent incumbent and such duties are clearly not included in the job description of their regular class;
- (3) The temporary assignment to work out of classification which extends beyond twenty working days be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to Human Resources. If Human Resources does 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 Human Resources Director whose decision shall be final.

32.2 Training Pay

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, or the first full pay period following December 23, 2023, whichever is later, employees in the classifications of Criminalist II, Deputy Coroner, Sheriff's Identification Technician, and Sheriff's Property Officer II who are assigned in writing by a manager to train new hire(s) or outside agency personnel will receive an additional 5.74% base pay only for time spent directly training the assigned personnel.

Section 33. Probationary Period

33.1 Probationary employees shall undergo a probationary period of six (6) months unless a longer period is prescribed by the Civil Service Commission for their classes. 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 twelve (12) months except as stipulated below. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their 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. Certain positions in the unit may have probation periods established by the Civil Service Commission of eighteen (18) months. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their normal duties, the probation period for the primary job will be extended for the duration of the reassignment. If an employee is in a class that has an eighteen (18) month probation period there shall be no extension.

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.

33.2 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 re-employment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to a lower class shall be given permanent appointments in the lower class.

33.3 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 class 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.

33.4 The appointing authority may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 34, except when the employee alleges 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 therefor, at once. The Human Resources Director may, upon request by an employee rejected during the probationary period, restore their name to the eligible list for

that class. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.

- 33.5** Permanent employees who transfer to another position in the same class 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. If unsuccessful in the new probationary period, the employee will be terminated from County service. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. 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 twenty-eight (28) day window period from the date of transfer to elect to return to their former position. If an employee is rejected at a point beyond the window period and they had prior permanent status, they shall have the right to return to their former department if a vacancy 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, the employee shall be removed from County service.

- 33.6** Probationary employees who are injured on the job shall have any time off work in excess of thirty (30) days added to their probation period. If an employee has not completed at least ninety (90) days of service, the probation period will start over when the employee returns to work.

Section 34. Dismissal, Suspension Reduction in Step or Demotion for Cause

The appointing authority may dismiss, suspend, reduce in step or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. An employee may either appeal such dismissal, suspension or demotion to the Civil Service Commission or file a grievance in accordance with subsection 35.2. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. Grievances filed in accordance with subsection 35.2 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 the Human Resources Director 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 35.2 of this MOU. A permanent classified employee may be dismissed, suspended or demoted for cause only.

Section 35. Grievances

- 35.1** A grievance is any dispute which involves the interpretation or application of any provision of this MOU, excluding 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.

35.2 Grievances shall be processed in the following manner:

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

Any employee who believes that they have a grievance may discuss their complaint with such management official in the department in which they work as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit their grievance directly to the Association recognized as the representative of their class, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director.

(2) Step 2. Human Resources Director

Any employee or official of the Association may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance. Any grievances involving demotion, suspension or dismissal must be received within fourteen (14) calendar days of the above specified action. The Human Resources Director or their representative, shall have twenty-five (25) workdays in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Association, to meet also with Association officials, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(3) 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, the Association may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations no later than fourteen (14) calendar days from written notice from Employee Relations that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two (2) representatives designated by the Association and two (2) representatives designated by the County.

(4) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, either the Association or the County may require that the grievance be referred to an impartial arbitrator, if within fourteen (14) calendar 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 or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by the Association and the County. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

35.3 Scope of Adjustment Board and Arbitration Decisions

- (1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.
- (2) 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 the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 35.1.
- (3) 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, nor any matter or subject arising out of or in connection with such proposals, 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.
- (4) If the Human Resources Director in pursuance of the procedures outlined in subsection 35.2 (b), or the Adjustment Board in pursuance of the provisions of subsection 35.2 (c) 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.

35.4 Compensation Complaints

Complaints involving or concerning payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege 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 meet and confer process if not detailed in the MOU which results from such meet and confer process shall be deemed withdrawn until the meet and confer 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 the Association.

35.5 No Strike

The Association, 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 the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel of operations of management or of employees not covered by this MOU.

35.6 County Charter and Civil Service Commission

- (1) The provisions of this section shall not abridge any rights to which an 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.
- (2) Grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under paragraph (b) of subsection 35.2 above shall be taken unless it is determined that the employee is not availing themselves of such option.
- (3) No action under Section 35.2 (b) 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.
- (4) 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 Executive 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 36. Retirement Plan

36.1 Employees hired before August 7, 2011.

Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all 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 section 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 on this understanding and agreement, employees

will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute three percent (3%) of compensation earnable as defined in SamCERA regulations. The County paid a general wage increase as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

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

Plan 3: Non-contributory plan, Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five (5) years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

36.2 Employees hired between August 7, 2011 and December 31, 2012.

The retirement benefit options shall be:

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no three percent (3%) cost share. Current Plan 4: 2% @ 55.5 (as described in 25.3 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employee's Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 3: Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

36.3 Employees hired on or after January 1, 2013.

Employees hired on or after January 1, 2013 will be placed into Plan 5 or Plan 7 (2%@62) depending upon their legacy eligibility as determined by SamCERA.

36.4 Retirement COLA Cost

Employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. COLA costs are included in the Plan 7 statutory rate.

36.5 Deferred Compensation Plan - Automatic Enrollment for All 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 January 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 employees' date of birth. Deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Concurrent with Cost of Living Adjustments (COLA) the deferrals will be increased in 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 37. Separability of Provisions

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

Section 38. 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 12th day of December, 2023.

For the Deputy Sheriff's Association:

For the County of San Mateo:

DocuSigned by:
Shaun Du Fosee
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Shaun Du Fosee, Mastagni Holstedt

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Mike Callagy
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Mike Callagy, County Executive

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Carlos Tapia, DSA President

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Samantha Dal Porto, Sheriff's Office

DocuSigned by:
K'Lynn Weber
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K'Lynn Weber, Coroner's Office

EXHIBIT A

1. As a condition of employment, Direct Deposit shall be mandatory for all employees hired after June 24, 2000.
3. The classifications of Deputy Coroner, Criminalist II, and Property Officer II assigned to provide lead direction to others in their classifications shall receive a 5.74% differential for hours worked in said assignment.
4. Annual Shift Bid. All employees shall bid for shift (schedule & days off) in November, for implementation on the first full pay period in January. Bids shall be based on classification seniority. The department head reserves the right to modify the schedule based on operational needs.
5. Vacation Picks. All employees shall bid based on classification seniority for vacation picks annually in November. The most senior person shall be allowed to bid for two blocks of time during the first round of picks and the remainder of that time in the following rounds. A block of time shall be continuous time off from one to three weeks of annual accrued vacation. The department head reserves the right to determine in advance the number of employees off per unit and deny requests based upon operational needs.

Deputy Sheriff's Association LEU (Non-Safety): Salaries - Effective first full pay period following board approval or the first full pay period following 12/23/23, whichever is later

Class Code	Class Title	Work Group	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
H029	Criminalist I	5	3,722.40	3,934.40	4,159.20	4,397.60	4,650.40
B122	Criminalist I - Unclassified	5	3,722.40	3,934.40	4,159.20	4,397.60	4,650.40
H028	Criminalist II	5	4,634.40	4,900.80	5,182.40	5,480.80	5,792.80
B121	Criminalist II - Unclassified	5	4,634.40	4,900.80	5,182.40	5,480.80	5,792.80
H131	Deputy Coroner	1	3,920.00	4,143.20	4,384.00	4,633.60	4,898.40
H085	Sheriff's Identification Technician	1	2,835.20	2,999.20	3,171.20	3,355.20	3,546.40
E106	Sheriff's Property Officer I	1	2,502.40	2,646.40	2,798.40	2,959.20	3,128.00
E105	Sheriff's Property Officer II	1	2,998.40	3,170.40	3,350.40	3,544.80	3,747.20
H027	Supervising Criminalist - Exempt	5	5,144.80	5,440.00	5,751.20	6,080.80	6,430.40
H132	Supervising Deputy Coroner	5	4,268.80	4,514.40	4,772.80	5,046.40	5,336.80
H095	Supervising Sheriff's Identification Technician	5	3,265.60	3,451.20	3,649.60	3,858.40	4,080.00

Deputy Sheriff's Association LEU (Non-Safety): Salaries - Effective 12/8/24

Class Code	Class Title	Work Group	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
H029	Criminalist I	5	3,834.40	4,052.80	4,284.00	4,529.60	4,789.60
B122	Criminalist I - Unclassified	5	3,834.40	4,052.80	4,284.00	4,529.60	4,789.60
H028	Criminalist II	5	4,773.60	5,048.00	5,337.60	5,645.60	5,966.40
B121	Criminalist II - Unclassified	5	4,773.60	5,048.00	5,337.60	5,645.60	5,966.40
H131	Deputy Coroner	1	4,037.60	4,267.20	4,515.20	4,772.80	5,045.60
H085	Sheriff's Identification Technician	1	2,920.00	3,088.80	3,266.40	3,456.00	3,652.80
E106	Sheriff's Property Officer I	1	2,577.60	2,725.60	2,882.40	3,048.00	3,221.60
E105	Sheriff's Property Officer II	1	3,088.00	3,265.60	3,451.20	3,651.20	3,860.00
H027	Supervising Criminalist - Exempt	5	5,299.20	5,603.20	5,924.00	6,263.20	6,623.20
H132	Supervising Deputy Coroner	5	4,396.80	4,649.60	4,916.00	5,197.60	5,496.80
H095	Supervising Sheriff's Identification Technician	5	3,363.20	3,554.40	3,759.20	3,974.40	4,202.40

**Deputy Sheriff's Association LEU (Non-Safety): Salaries - Effective 12/7/25
 (A salary survey will be conducted in 2025 which may change the salaries listed in this table)**

Class Code	Class Title	Work Group	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
H029	Criminalist I	5	3,988.00	4,215.20	4,455.20	4,710.40	4,980.80
B122	Criminalist I - Unclassified	5	3,988.00	4,215.20	4,455.20	4,710.40	4,980.80
H028	Criminalist II	5	4,964.80	5,249.60	5,551.20	5,871.20	6,204.80

B121	Criminalist II - Unclassified	5	4,964.80	5,249.60	5,551.20	5,871.20	6,204.80
H131	Deputy Coroner	1	4,199.20	4,437.60	4,696.00	4,964.00	5,247.20
H085	Sheriff's Identification Technician	1	3,036.80	3,212.00	3,396.80	3,594.40	3,799.20
E106	Sheriff's Property Officer I	1	2,680.80	2,834.40	2,997.60	3,169.60	3,350.40
E105	Sheriff's Property Officer II	1	3,211.20	3,396.00	3,589.60	3,797.60	4,014.40
H027	Supervising Criminalist - Exempt	5	5,511.20	5,827.20	6,160.80	6,513.60	6,888.00
H132	Supervising Deputy Coroner	5	4,572.80	4,835.20	5,112.80	5,405.60	5,716.80
H095	Supervising Sheriff's Identification Technician	5	3,497.60	3,696.80	3,909.60	4,133.60	4,370.40

**Deputy Sheriff's Association LEU (Non-Safety): Salaries - Effective 12/6/26
(A salary survey will be conducted in 2025 which may change the salaries listed in this table)**

Class Code	Class Title	Work Group	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
H029	Criminalist I	5	4,147.20	4,384.00	4,633.60	4,899.20	5,180.00
B122	Criminalist I - Unclassified	5	4,147.20	4,384.00	4,633.60	4,899.20	5,180.00
H028	Criminalist II	5	5,163.20	5,459.20	5,773.60	6,106.40	6,452.80
B121	Criminalist II - Unclassified	5	5,163.20	5,459.20	5,773.60	6,106.40	6,452.80
H131	Deputy Coroner	1	4,367.20	4,615.20	4,884.00	5,162.40	5,456.80
H085	Sheriff's Identification Technician	1	3,158.40	3,340.80	3,532.80	3,738.40	3,951.20
E106	Sheriff's Property Officer I	1	2,788.00	2,948.00	3,117.60	3,296.00	3,484.80
E105	Sheriff's Property Officer II	1	3,340.00	3,532.00	3,732.80	3,949.60	4,175.20
H027	Supervising Criminalist - Exempt	5	5,732.00	6,060.00	6,407.20	6,774.40	7,163.20
H132	Supervising Deputy Coroner	5	4,756.00	5,028.80	5,317.60	5,621.60	5,945.60
H095	Supervising Sheriff's Identification Technician	5	3,637.60	3,844.80	4,065.60	4,299.20	4,545.60

December 10, 2014

DJ Wozniak

DSA President

Re: Body Removal Guidelines for the Coroner's Office

Dear Mr. Wozniak:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of June 8, 2014 through December 29, 2018.

The County shall contract with at least one licensed body removal service for the purpose of assisting the Coroner's Office with the removal of dead bodies from the locations in which they are located.

Field personnel are authorized to determine when a body removal service is necessary and contact the service directly. Examples of such times include, but are not limited to:

- When the decedent is extremely obese or it is determined that the decedent is too heavy to lift without assistance.
- In cases of extreme decomposition.
- When stairs or other geographical impediments exist that may cause risk to a County employee.

If the contract removal service is used in lieu of Coroner's Office personnel and equipment, it will be documented and the reason will be communicated to the Deputy Coroner's immediate supervisor in a timely manner.

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

Dated: December 10, 2014

APPROVED AND ACCEPTED:

For the County

For LEU

Certificate Of Completion

Envelope Id: 5397CF85625546868AC5EAA3264458D5	Status: Completed
Subject: Please DocuSign: Law Enforcement Unit (DSA Non-Safety Classifications) 2023-2027 MOU	
Source Envelope:	
Document Pages: 60	Signatures: 11
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	HR Webmaster
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 County Center
	5th Floor, HRD 121
	Redwood City, CA 94063
	HRWebMaster@smcgov.org
	IP Address: 104.129.192.197

Record Tracking

Status: Original	Holder: HR Webmaster	Location: DocuSign
2/13/2024 2:08:00 PM	HRWebMaster@smcgov.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: San Mateo County Human Resources	Location: DocuSign

Signer Events

Shaun Du Fosee
 sdfosee@mastagni.com
 Security Level: Email, Account Authentication (None)

Signature

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Carlos Tapia
 tapia@mysda.com
 Security Level: Email, Account Authentication (None)

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Hastin Stein
 HFStein@smcgov.org
 Deputy Coroner
 San Mateo County Coroner
 Security Level: Email, Account Authentication (None)

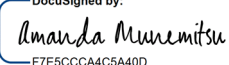
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Amanda Munemitsu
 amunemitsu@smcgov.org
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Signer Events**Signature****Timestamp****Electronic Record and Signature Disclosure:**

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Sally Jones
sjones@smcgov.org
Security Level: Email, Account Authentication
(None)

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Samantha Dal Porto
sdalporto@smcgov.org
Security Level: Email, Account Authentication
(None)

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K'Lynn Weber
kweber@smcgov.org
Security Level: Email, Account Authentication
(None)

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Katy Roberts
kroberts@smcgov.org
Security Level: Email, Account Authentication
(None)

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Michelle Kuka
mkuka@smcgov.org
Security Level: Email, Account Authentication
(None)

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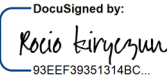
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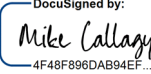
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Mike Callagy mcallagy@smcgov.org County Executive Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style Using IP Address: 99.92.210.58 Signed using mobile</p>	<p>Sent: 3/7/2024 7:07:59 PM Viewed: 3/10/2024 10:12:48 AM Signed: 3/10/2024 10:13:01 AM</p>
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Completed	Security Checked	3/10/2024 10:13:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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